

**AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/
COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF
THE CITY OF NATIONAL CITY**



**COUNCIL CHAMBERS
CIVIC CENTER
1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA
TUESDAY, JUNE 21, 2016 – 6:00 PM**

RON MORRISON
Mayor

JERRY CANO
Vice Mayor

ALBERT MENDIVIL
Councilmember

MONA RIOS
Councilmember

ALEJANDRA SOTELO-SOLIS
Councilmember

ORDER OF BUSINESS: Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Sessions begin at 5:00 p.m. or such other time as noted. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

REPORTS: All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review at the entry to the Council Chambers. Regular Meetings of the Elected Body are webcast and archived on the City's website **www.nationalcityca.gov**.

PUBLIC COMMENTS: Prior to the Business portion of the agenda, the Elected Body will receive public comments regarding any matters within the jurisdiction of the City and/or the Community Development Commission. Members of the public may also address any item on the agenda at the time the item is considered by the Elected Body. Persons who wish to address the Elected Body are requested to fill out a "Request to Speak" form available at the entrance to the City Council Chambers, and turn in the completed form to the City Clerk. The Mayor or Chairperson will separately call for testimony of those persons who have turned in a "Request to Speak" form. If you wish to speak, please step to the podium at the appropriate time and state your name and address (optional) for the record. The time limit established for public testimony is three minutes per speaker unless a different time limit is announced. Speakers are encouraged to be brief. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or irrelevant.

**1243 National City Blvd.
National City
619-336-4240**

**Meeting agendas and
minutes available on web**

WWW.NATIONALCITYCA.GOV

WRITTEN AGENDA: With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

CONSENT CALENDAR: Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of

the agenda and separately considered, upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Spanish audio interpretation is provided during Elected Body Meetings. Audio headphones are available in the lobby at the beginning of the meeting.

Audio interpretación en español se proporciona durante sesiones del Consejo Municipal. Los audífonos están disponibles en el pasillo al principio de la junta.

COUNCIL REQUESTS THAT ALL CELL PHONES AND PAGERS BE TURNED OFF DURING CITY COUNCIL MEETINGS.

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS

AWARDS AND RECOGNITIONS

1. [Employee of the Quarter 2016 - Corporal Alex Garcia](#)

PRESENTATIONS

INTERVIEWS / APPOINTMENTS

CONSENT CALENDAR

2. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)
3. Approval of the Minutes of the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of _____. (City Clerk)
4. [Resolution of the City Council of the City of National City authorizing an appropriation increase and corresponding revenue budget increase in the amount of \\$70,000 for the EsGil Corporation for building plan check services. \(Fire\)](#)
5. [Resolution of the City Council of the City of National City approving the report and account for Weed Abatement. \(Fire\)](#)
6. [Resolution of the City Council of the City of National City authorizing the Mayor to execute an agreement with AdminSure, Inc., effective August 1, 2016, for Workers Compensation Third Party administration and claims review in the initial amount of \\$3,852 for one-time conversion and \\$169,410 for administration, for a total cost of \\$173,262 for a period of two](#)

- years with the ability to extend by one year increments for up to an additional three years. (Human Resources)
7. Resolution of the City Council of the City of National City approving a salary schedule for the Municipal Employees Association employee group for Fiscal Year 2016-2017 in compliance with the requirements of the California Public Employees Retirement System (CalPERS). (Human Resources)
 8. Resolution of the City Council of the City of National City approving a salary schedule for the Police Officers Association employee group for Fiscal Year 2016-2017 in compliance with the requirements of the California Public Employees Retirement System (CalPERS). (Human Resources)
 9. Resolution of the City Council of the City of National City approving a salary schedule for the Part-Time and Seasonal employee group for Fiscal Year 2016-2017 in compliance with the requirement of the California Public Employees Retirement System (CalPERS). (Human Resources)
 10. Resolution of the City Council of the City of National City approving a salary schedule for the Management employee group for Fiscal Year 2016-2017 in compliance with the requirements of the California Public Employees Retirement System (CalPERS). (Human Resources)
 11. Resolution of the City Council of the City of National City approving a salary schedule for the Executive employee group for Fiscal Year 2016-2017 in compliance with the requirements of the California Public Employees Retirement System (CalPERS). (Human Resources)
 12. Resolution of the City Council of the City of National City authorizing the Mayor to execute a second amendment to the Agreement with Able Patrol and Guard for the provision of security guard service to the Library, extending the term of the Agreement for one year, expiring June 30, 2017 for the not-to-exceed amount of \$40,000; and 2. Authorizing the City Manager to have authority to sign any future renewals beyond the period ending June 30, 2017, for amounts not to exceed \$50,000 for each one-year term. (Library)
 13. Resolution of the City Council of the City of National City: 1) accepting the work of EC Constructors, Inc. for the National City Aquatic Center Project, Specification No. 13-04; 2) approving the final contract amount of \$3,716,557.64; 3) ratifying release of retention in the amount of \$180,754.04; and 4) ratifying the filing of the Notice of Completion for the project. (Engineering/Public Works)

14. [Resolution of the City Council of the City of National City authorizing, 1\) the Mayor to execute Master Agreement Administering Agency-State Agreement for Federal-Aid Projects No. 11-5066F15 with the State of California Department of Transportation \(Caltrans\) to incorporate various changes in Federal regulations and policies; 2\) the Mayor to execute Program Supplement Agreement No. F011 with Caltrans for the El Toyon-Las Palmas Bicycle Corridor Project to allow for reimbursement of up to \\$50,000 in eligible project expenditures for preliminary engineering through the Federal Active Transportation Program \(ATP\), and; 3\) the appropriation of \\$50,000 for the project. \(Engineering/Public Works\)](#)
15. [Resolution of the City Council of the City of National City: 1\) accepting the work of MA Stevens Construction, Inc. for the National City Public Library Improvements Project, CIP No. 15-08, 2\) approving the final contract amount of \\$872,798.55, 3\) authorizing release of retention in the amount of \\$43,639.93, and 4\) authorizing the Mayor to sign the Notice of Completion for the project. \(Engineering/Public Works\)](#)
16. [Resolution of the City of National City approving and ratifying a Memorandum of Agreement \(“MOA”\) authorizing the Police Department to participate in the Operation Alliance Task Force \(OATF\) through the California Border Alliance Group, Southwest Border High Intensity Drug Trafficking Area \(“HIDTA”\) and authorizing the acceptance of HIDTA grant in the amount of \\$148,000 and establishment of appropriation and corresponding revenue budget. This multi-year agreement shall remain in effect from year to year as long as each agency continues to participate in a CBAG HIDTA Initiative and the HIDTA fund remains available. The funding will pay for two \(2\) National City Police Officers’ salary, benefits, overtime, and vehicle allowance in the amount of \\$148,000 \(Police\)](#)
17. [Resolution of the City Council of the City of National City authorizing the City Council to waive the formal bid process pursuant to National City Municipal Code section 2.60.220, subsection \(B\), sole source procurement, for the Police Department’s purchase of seventy \(70\) body worn cameras, cloud based storage of digital evidence, and internet data management through Evidence.com, including support services and onsite training to assist with implementation from Taser International, Inc. and authorize the City to award the purchase and authorize the Mayor to execute a five-year contract in the amount of \\$350,890.58 with Taser International, Inc. \(Police\)](#)
18. Resolution of the City Council of the City of National City adopting City Council Policy #118 City Council attendance at staff-level working groups. (City Manager)
19. [Investment transaction for the month ended April 30, 2016. \(Finance\)](#)

20. [Warrant Register #46 for the period of 05/11/16 through 05/17/16 in the amount of \\$2,692,637.22. \(Finance\)](#)
21. [Warrant Register #47 for the period of 05/18/16 through 05/24/16 in the amount of \\$2,334,127.53. \(Finance\)](#)

PUBLIC HEARINGS

22. [Public hearing confirming the assessment and ordering the levy for the Landscape Maintenance District No. 1 \(Mile of Cars\) for Fiscal Year 2016/17. \(Planning\)](#)
23. Continued Public Hearing – Proposed Street Vacation of a segment of “A” Avenue located south of East 28th Street and north of East 29th Street. *Continued from City Council Meeting of June 7, 2016* (Applicant: Frank Motors) (Case File No. 2013-23 SC) (Planning)

ORDINANCES FOR INTRODUCTION

ORDINANCES FOR ADOPTION

NON CONSENT RESOLUTIONS

24. [Resolution of the City Council of the City of National City confirming the assessment and ordering the levy for the Landscape Maintenance District No. 1 \(Mile of Cars\) for Fiscal Year 2016/17. \(Planning\)](#)
25. [Resolution of the City Council of the City of National City, 1\) increasing the contract with Dick Miller, Inc. in the not to exceed amount of \\$170,800 for the Plaza Boulevard & 14th Street Improvements Project, CIP No. 15-10; and 2\) authorizing the Mayor to execute Change Order No. 2 in the amount of \\$170,800 to provide and install eight solar powered, LED-enhanced pedestrian crossing sign systems at existing crosswalks. \(Engineering/Public Works\)](#)
26. [Resolution of the City Council of the City of National City, 1\) declaring that the rupture of an 8-inch sewer line on the Westside Infill Transit Oriented Development \(WI-TOD\) site near Paradise Creek constitutes an emergency; 2\) authorizing the City Manager to procure the necessary contractual services, equipment, materials and supplies without giving notice for bids to award contracts to repair the sewer line; and 3\) ratifying previous actions taken to address emergency issues as a result of the rupture of the sewer line. \(ITEM REQUIRES 4 OF 5 VOTES\). \(Engineering/Public Works\)](#)

NEW BUSINESS

27. [Response to request by City Council to provide an update reference information regarding the retail sale of animals in pet stores and related municipal codes. \(Police\)](#)
28. City Council discussion of term limits for City Council members. (City Manager)

B. COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY

PUBLIC HEARINGS- HOUSING AUTHORITY

CONSENT RESOLUTIONS- HOUSING AUTHORITY

29. [Resolution of the Community Development Commission-Housing Authority of the City of National City approving the Morgan and Kimball Tower budgets for Fiscal Year 2016-2017 including a \\$7 a month per unit increase from \\$707 to \\$714 for the total rent payment received at Morgan Tower without increasing the tenant's share of the total rent payment for units assisted by the U.S. Department of HUD Project-based Section 8 Housing Assistance Program. \(Housing, Grants, and Asset Management Dept.\)](#)

NON CONSENT RESOLUTIONS- HOUSING AUTHORITY

NEW BUSINESS- HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

30. Update on Edco Events: Paper Shredding and E-Waste Recycling and Large Item Drop-Off (Engineering/Public Works)

MAYOR AND CITY COUNCIL

CLOSED SESSION REPORT

ADJOURNMENT

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - August 2, 2016 - 6:00 p.m. - Council Chambers - National City, California.

CITY COUNCIL SUMMER LEGISLATIVE RECESS

July 5, 2016 - City Council Meeting - Suspended

July 19, 2016 - City Council Meeting - Suspended

The following page(s) contain the backup material for Agenda Item: Employee of the Quarter 2016 - Corporal Alex Garcia



CITY OF NATIONAL CITY
M E M O R A N D U M

DATE: June 1, 2016
TO: Leslie Deese, City Manager
FROM: Stacey Stevenson, Director of Administrative Services
SUBJECT: EMPLOYEE OF THE QUARTER PROGRAM

The Employee Recognition Program communicates the City's appreciation for outstanding performance. In doing so, it recognizes employees who maintain high standards of personal conduct and make significant contributions to the workplace and community.

The employee to be recognized for the Second Quarter of calendar year 2016 is:

Corporal Alex Garcia

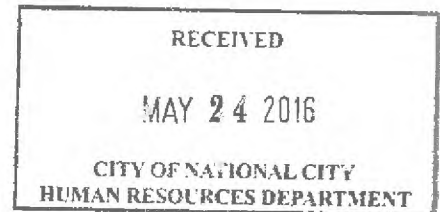
By copy of this memo, the employee is invited to attend the Council meeting on Tuesday, June 21, 2016 to be recognized for his achievement and service.

Attachment

cc: Corporal Alex Garcia
Chief Rodriguez
Lieutenant Alex Hernandez
Sergeant Chris Sullivan
Josie Flores-Clark – Executive Assistant III
Human Resources – Office File

**NATIONAL CITY POLICE DEPARTMENT
MEMORANDUM**

Date: May 3, 2016
To: Manuel Rodriguez, Chief of Police
From: Chris Sullivan, Sergeant
Subject: Performance Recognition Award nominee – Corporal Alex Garcia



The National City Police Department is proud to nominate Corporal Alex Garcia for the Performance Recognition Award for his exceptional work and dedication to the community through his work with the National City Police Explorers as a police advisor.

The National City Police Explorers is a volunteer program for the youth, ranging in age from 14 up to 21 years of age. The explorers receive mentorship, training, and discipline from police advisors. The police advisors are sworn police officers, who volunteer their personal time to mentor these youths who are interested in a career in law enforcement.

Corporal Alex Garcia is a long time National City resident and Sweetwater High School graduate. Corporal Garcia began volunteering at our police department as a police explorer while attending high school.

After serving with the police explorers, Corporal Garcia was hired as a police officer at a local police department, but chose to volunteer his time as a police advisor with the National City Police Department. Corporal Garcia volunteered for several years until he was hired with the National City Police Department over 12 years ago. Corporal Garcia continued to volunteer his time with the police explorers until recently, when he announced his separation from the explorer program in order to focus his attention on his young family. While the Department does not have the exact number of volunteer hours, it estimated Corporal Garcia has donated thousands of hours to the National City Police Explorer Program.

Corporal Garcia was instrumental with the implementation of the explorer post non-profit status that has generated needed revenues for the organization. In addition, Corporal Garcia created the by-laws, which govern the explorer post to date.

Corporal Garcia has had the privilege of coordinating a part of the San Diego County Law Enforcement Academy for the past nine years. In this role, Corporal Garcia is responsible for a large group of police explorers throughout the county to provide them mentorship, training, physical education, and discipline during a weeklong stay in a college dormitory.

These events highlight the great work, dedication and commitment Corporal Garcia has for the police explorer program that serves our community. Corporal Garcia has a passion for the program and its overall success.

Corporal Garcia has actively recruited new police explorers to bring the department from as little as 7 to as many as 35. Throughout his time as a police advisor, Corporal Garcia mentored numerous police explorers. Some of these explorers followed in his footsteps into a law enforcement career.

The National City Police Department is proud to nominate Corporal Alex Garcia for the Performance Recognition Award for his dedication, commitment and leadership with our police explorers.

Respectfully,

Sergeant Chris Sullivan

The following page(s) contain the backup material for Agenda Item: Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. (City Clerk)

ITEM #

6-21-16

**MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE
ORDINANCES CONSIDERED AT THIS MEETING AND PROVIDING
THAT SUCH ORDINANCES SHALL BE INTRODUCED AND/OR
ADOPTED AFTER A READING OF THE TITLE ONLY.**

(CITY CLERK)

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing an appropriation increase and corresponding revenue budget increase in the amount of \$70,000 for the EsGil Corporation for building plan check services. (Fire)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: June 21, 2016

AGENDA ITEM NO.: _____

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing an appropriation increase and corresponding revenue budget increase in the amount of \$70,000 for the EsGil Corporation for building plan check services. (Fire)

PREPARED BY: Frank Parra

PHONE: 619-336-4551

DEPARTMENT: Fire

APPROVED BY: 

EXPLANATION:

The National City Building Department has seen an increase in plan submittals that have exhausted our initial appropriation. As a result, this request is to authorize an appropriation increase and corresponding revenue budget increase in the amount of \$70,000. The expense is offset by revenue collected at the time of plan submittals.

FINANCIAL STATEMENT:

ACCOUNT NO. 120-00000-3545 – Revenue account
120-412-028-213-0000 – Professional Services
No negative impact.

APPROVED: 

Finance

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Staff recommends authorizing an appropriation increase and corresponding revenue budget increase in the amount of \$70,000.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Resolution

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City approving the report and account for Weed Abatement. (Fire)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: June 21, 2016

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City Approving the Report and Account for Weed Abatement (Fire)

PREPARED BY: Robert Drew / Deputy Fire Marshal

DEPARTMENT: Fire

PHONE: 336-4558

APPROVED BY: 

EXPLANATION:

On June 7th, a public hearing was held as required pursuant to Chapter 1.36.100 of the Municipal Code, wherein the City Council considered the objections and protests of the owners of parcels by interested parties. This resolution will approve the Report and Account as submitted. The approved costs of the abatements will be liens upon the respective lots or premises.

The proposed resolution incorporates all the parcels subject to weed abatement liens pursuant to NCMC Section 1.36.110. A copy of this resolution shall be served on the responsible person, pursuant to the procedures set forth in the NCMC Section 1.36.040, no later than fifteen days after the date of adoption.

If the cost of abatement is waived by the Mayor and Council, the City of National City will be responsible for all cost associated with the weed abatement conducted by Fire Prevention Services.

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO. 001-12124-3561 Revenue account
No expenditures, account payments to Fire Prevention Services are deducted from the above account.

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Approve the Resolution

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1) Resolution

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to execute an agreement with AdminSure, Inc., effective August 1, 2016, for Workers Compensation Third Party administration and claims review in the initial amount of \$3,852

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: June 21, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute an agreement with AdminSure, Inc., effective August 1, 2016, for Workers' Compensation Third Party administration and claims review in the initial amount of \$3,852 for one-time conversion and \$169,410 for administration, for a total cost of \$173,262 for a period of two years with the ability to extend by one year increments for up to an additional three years.

PREPARED BY: Stacey Stevenson

DEPARTMENT: Human Resources

PHONE: 336-4308

APPROVED BY: 

EXPLANATION:

The City of National City contracts for third party administration (TPA) of its Workers' Compensation Program. In August 1995, City Council authorized staff to join the San Diego Pooled Insurance Program Authority (SANDPIPA) member group for City-wide Workers' Compensation claims administration. SANDPIPA entered into an agreement with a third party for the performance of this function. Under the terms of the July 1, 2016 dissolution of the SANDPIPA Joint Powers Authority, the SANDPIPA agreement for Workers' Compensation administration will expire on July 31, 2016 and will not be renewed.

In anticipation of this pending loss of TPA services, staff initiated a joint Request for Proposal (RFP) process in partnership with the cities of Encinitas, Lemon Grove and Vista. Having completed said competitive process, staff hereby recommends that the City Council authorize the Mayor to execute an agreement with AdminSure, Inc. to act as a Third Party Administrator on behalf of the City of National City for Workers' Compensation administration and claims review effective August 1, 2016 for a period of two years with the ability to extend by one year increments for up to an additional three years.

FINANCIAL STATEMENT:

APPROVED:  **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

	Year 1	Year 2
627-417-081-433 (WC Claim Costs)	\$87,232	\$86,030

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, is not subject to environmental review.

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt the resolution authorizing the Mayor to execute an agreement with AdminSure, Inc. for the Third Party Workers' Compensation administration and claims review.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Scope of Services
Price Proposal
Resolution

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
ADMINSURE, INC.**

THIS AGREEMENT is entered into on this 1st day of August 2016, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and AdminSure, Inc., a Third Party Administrator of Worker's Compensation Programs (the "CONTRACTOR").

R E C I T A L S

WHEREAS, the CITY desires to employ a CONTRACTOR to provide comprehensive Workers' Compensation claims administration services in a manner consistent with the claims administration standards and reporting and reimbursement procedures of the CITY'S excess Workers' Compensation carrier.

WHEREAS, the CITY has determined that the CONTRACTOR is a Third Party Administrator of Worker's Compensation Programs and is qualified by experience and ability to perform the services desired by the CITY, and the CONTRACTOR is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONTRACTOR.** The CITY agrees to engage the CONTRACTOR to perform Third Party Workers' Compensation claims administration and the CONTRACTOR agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONTRACTOR represents that all services shall be performed directly by the CONTRACTOR or under direct supervision of the CONTRACTOR.

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on August 1, 2016. The duration of this Agreement is for the period of August 1, 2016 through July 31, 2018. This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional three (3) years. The Parties may exercise up to three one-year extensions. Any extension of this Agreement must be approved in writing by the City Manager.

3. **SCOPE OF SERVICES.** The CONTRACTOR will perform Third Party Workers' Compensation Claims Administration services as set forth in the attached Exhibit "A" and consistent with CONTRACTOR'S response to the CITY'S Request for Proposals.

The CONTRACTOR shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in

advance by the CITY. The CONTRACTOR shall appear at meetings as mutually agreed to to keep staff advised of the progress on the Project.

The CITY may unilaterally, or upon request from the CONTRACTOR, from time to time reduce or increase the Scope of Services to be performed by the CONTRACTOR under this Agreement. Upon doing so, the CITY and the CONTRACTOR agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** Stacey Stevenson Administrative Services Director hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONTRACTOR shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONTRACTOR. Alithia Vargas-Flores thereby is designated as the Project Director for the CONTRACTOR.

5. **COMPENSATION AND PAYMENT.** The total cost for all administrative work described in Exhibit "A" and shall not exceed the fee schedule established under Exhibit "B". Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY.

The CONTRACTOR shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

6. **ACCEPTABILITY OF WORK.** The City shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONTRACTOR and the City cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONTRACTOR in this Agreement, the City or the CONTRACTOR shall give to the other written notice. Within ten (10) business days, the CONTRACTOR and the City shall each prepare a report which supports their position and file the same with the other party. The City shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONTRACTOR.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONTRACTOR for this Project, whether paper or electronic, shall become the property of the CITY for use with respect to this Project, and shall be turned over to the CITY upon completion of the Project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONTRACTOR hereby assigns to the CITY, and CONTRACTOR thereby expressly waives and disclaims any copyright

in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONTRACTOR shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONTRACTOR agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONTRACTOR'S written work product for the CITY'S purposes, and the CONTRACTOR expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONTRACTOR shall relieve the CONTRACTOR from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of this project, unless otherwise mutually agreed.

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONTRACTOR nor the CONTRACTOR'S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONTRACTOR and the CONTRACTOR'S employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONTRACTOR and its employees. Neither this Agreement nor any interest herein may be assigned by the CONTRACTOR without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONTRACTOR from employing or hiring as many employees, or SUBCONTRACTORS, as the CONTRACTOR may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONTRACTOR with its SUBCONTRACTOR(S) shall require the SUBCONTRACTOR(S) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the CITY nor its officers, agents, or employees shall have any control over the conduct of the CONTRACTOR or any of the CONTRACTOR'S employees, except as herein set forth, and the CONTRACTOR or the CONTRACTOR'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY, it being understood that the CONTRACTOR its agents, servants, and employees are as to the CITY wholly independent CONTRACTOR, and that the CONTRACTOR'S obligations to the CITY are solely such as are prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONTRACTOR, in the performance of the services to be provided herein, shall comply with all applicable state and

federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONTRACTOR and each of its SUBCONTRACTOR(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, ETC.** The CONTRACTOR represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONTRACTOR represents and covenants that the CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONTRACTOR to practice its profession.

12. **STANDARD OF CARE.**

A. The CONTRACTOR, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONTRACTOR'S trade or profession currently practicing under similar conditions and in similar locations. The CONTRACTOR shall take all special precautions necessary to protect the CONTRACTOR'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONTRACTOR warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONTRACTOR'S professional performance or the furnishing of materials or services relating thereto.

C. The CONTRACTOR is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONTRACTOR has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONTRACTOR has notified the CITY otherwise, the CONTRACTOR warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONTRACTOR to use due diligence under this sub-paragraph will render the CONTRACTOR liable to the CITY for any increased costs that result from the CITY'S later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **NON-DISCRIMINATION PROVISIONS.** The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONTRACTOR will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in

conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONTRACTOR certain confidential information to enable the CONTRACTOR to effectively perform the services to be provided herein. The CONTRACTOR shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONTRACTOR shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONTRACTOR, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONTRACTOR without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONTRACTOR by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONTRACTOR shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONTRACTOR shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONTRACTOR shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 14.

15. **INDEMNIFICATION AND HOLD HARMLESS.** The CONTRACTOR agrees to defend, indemnify and hold harmless the City of National City, its officers, officials, agents, and employees, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONTRACTOR'S performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, or employees. CITY will cooperate reasonably in the defense of any action, and CONTRACTOR shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. **WORKERS' COMPENSATION.** The CONTRACTOR shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, and employees from and against all

claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONTRACTOR under this Agreement.

17. **INSURANCE.** The CONTRACTOR, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONTRACTOR(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following checked insurance policies:

A. ☒ If checked, **Professional Liability** Insurance (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles ("any auto"). The policy shall name the CITY and its officers, agents and employees as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents and employees as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONTRACTOR'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the City. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONTRACTOR has no employees subject to the California Workers' Compensation and Labor laws, CONTRACTOR shall execute a Declaration to that effect. Said Declaration shall be provided to CONTRACTOR by CITY.

E. Fidelity/Crime Bond, with a \$1,000,000 payable to the City with an approved corporate surety covering all officers and employees involved with the City's Claims handling.

F. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY of cancellation or material change.

G. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONTRACTOR shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

H. Insurance shall be written with only California admitted companies that hold a current policy holder's alphabetic and financial size category rating of not less than A:VII

according to the current Best's Key Rating Guide, or a company equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the CONTRACTOR does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY.

18. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

19. **MEDIATION/ARBITRATION.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in San Diego, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") before resorting to arbitration. The costs of mediation shall be borne equally by the parties. Any controversy or claim arising out of, or relating to, this Agreement, or breach thereof, which is not resolved by mediation shall be settled by arbitration in San Diego, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in any court having jurisdiction over the subject matter of the controversy. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the costs of its own experts, evidence and attorneys' fees, except that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award.

20. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONTRACTOR. During said 60-day period the CONTRACTOR shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONTRACTOR in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONTRACTOR as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONTRACTOR, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONTRACTOR'S breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONTRACTOR; (2) a reorganization of the CONTRACTOR for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONTRACTOR.

21. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Stacey Stevenson
Director of Administrative Services
City of National City
1243 National City Boulevard
National City, CA 91950-4397

To CONTRACTOR:
Alithia Vargas-Flores
Vice President/Director of Operations
AdminSure, Inc.
1470 South Valley Vista Drive, Suite 230
Diamond Bar, CA 91765

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

22. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT**

OBLIGATIONS. During the term of this Agreement, the CONTRACTOR shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONTRACTOR also agrees not to specify any product, treatment, process or material for the project in which the CONTRACTOR has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONTRACTOR shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONTRACTOR shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONTRACTOR has a financial interest as defined in Government Code Section 87103. The CONTRACTOR represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

☐ If checked, the CONTRACTOR shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONTRACTOR shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONTRACTOR shall obtain from the City Clerk.

The CONTRACTOR shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Paragraph 22 by the CONTRACTOR.

23. **PREVAILING WAGES.** State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. CONTRACTOR is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

24. **MISCELLANEOUS PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits or schedules or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

J. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

K. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

L. *Subcontractors or SubCONTRACTORS.* The City is engaging the services of the CONTRACTOR identified in this Agreement. The CONTRACTOR shall not subcontract any portion of the administration work, unless such subcontracting was part of the original proposal or is allowed by the City in writing. In the event any portion of the work under this Agreement is subcontracted, the subCONTRACTOR(s) shall be required to comply with and agree to, for the benefit of and in favor of the City, both the insurance provisions in Section 17 and the indemnification and hold harmless provision of Section 15 of this Agreement.

M. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF NATIONAL CITY

ADMINSURE, INC.

By: _____
Ron Morrison, Mayor

By: _____
Alithia Vargas-Flores

Vice President/Director of Operations

APPROVED AS TO FORM:

By: _____
Alycia Anthony

Claudia Gacitua Silva
City Attorney

Corporate Secretary

ADMINSURE INC. – SCOPE OF SERVICES

Effective August 1, 2016

1. **PERIODIC MEETINGS:** The Contractor (AdminSure Inc.) shall meet with the City and staff periodically to:
 - A. Assist in developing internal procedures.
 - B. Provide orientation and training to personnel involved in the administration of the Program.
 - C. Discuss specific claims and general trends in the Program.
2. **ADVISORY SERVICES:** The Contractor shall provide the City information regarding the adoption, amendment or repeal of all Statutes, Rules and Regulations, et cetera, which may directly affect the Program.
3. **REQUIRED FORMS:** The Contractor shall provide the City with all forms required by the State in connection with the Program.
4. **COMPLIANCE WITH LAW:** The Contractor shall administer the Program in full compliance with all laws, rules and regulations governing Workers' Compensation and Self-Insurance.
5. **CLAIMS ADMINISTRATION:** The Contractor shall comply with all performance standards of the City's excess insurer. The Contractor shall also comply with the Contractor's Workers' Compensation Claims Administration Standards, but under no circumstances are they to be construed as having precedence over the performance standards of the City's excess insurer. The Contractor shall also have the authority and responsibility to provide claims administration services, which include:
 - A. Establishing an electronic claim file and computer database record upon receipt of an injury report.
 - B. Setting and updating reserves.
 - C. Initiating and maintaining contact with injured workers or their attorneys.
 - D. Arranging for investigation.

- E. Determining compensability.
- F. Preparing and issuing benefit notices, if applicable.
- G. Arranging for medical treatment and medical services from clinics, facilities, pharmacies, hospitals, specialists, and other vendors as necessary.
- H. Performing all utilization review services through MedReview; communicating decisions to approve, modify, delay or deny medical treatment in accordance with State law.
- I. Monitoring disability status by reviewing medical reports and contacting doctors for updates.
- J. Auditing and reviewing all medical bills through MedReview (OMFS/IHFS/PPO) and paying all properly adjusted medical bills in a timely and accurate manner.
- K. Paying mileage or medical reimbursements to injured workers.
- L. Paying temporary disability compensation when appropriate to do so or advising the City of the need to adjust payroll records when salary continuation is applicable.
- M. Arranging medical exams in conformance with State law to determine whether an injured worker's medical condition is permanent and stationary (reached Maximum Medical Improvement/MMI) and what, if any, permanent disability exists.
- N. Paying the permanent disability compensation in accordance with the law.
- O. Arranging for attorney representation of the City whenever the need arises.
- P. Monitoring attorneys and assisting them in preparing cases.
- Q. Auditing and paying legal expenses.
- R. Arranging for vocational rehabilitation services when appropriate, monitoring vocational rehabilitation consultants and assisting them as necessary.
- S. Auditing and paying vocational rehabilitation expenses.
- T. Preparing and issuing Supplemental Job Displacement Benefits (SJDB) notices and benefits.
- U. Preparing and issuing the permanent disability compensation notices.
- V. Pursuing subrogation when there is a viable third party.
- W. Notifying the City and excess insurers of all claims which exceed or may exceed the self-insurance retention; maintaining a liaison between the City and their

excess insurers on matters affecting the handling of such claims and arranging for reimbursement to the City of losses in excess of its self-insurance retention.

- X. Obtaining settlement authority and negotiating settlement on appropriate claims.
- Y. Attending all hearings that are required by law.
- Z. Closing claim files when appropriate to do so.

6. **CHECKING ACCOUNT:** The City and the Contractor agree that:

- A. The City shall establish and maintain a checking account from which all Workers' Compensation benefits and expenses are to be paid.
- B. The Contractor shall prepare checks and issue those checks directly to payees without delay.
- C. The Contractor shall sign checks with a facsimile signature or manually.
- D. The Contractor shall secure checks in a locked area accessible to a limited number of personnel.
- E. The City shall maintain an adequate balance in their checking account to meet all Workers' Compensation obligations without delay.
- F. The checking account may be used to pay penalties in which case the Contractor shall reimburse the City within fifteen (15) working days for any amount of the penalty which the Contractor caused.

7. **ELECTRONIC DATA PROCESSING:** The Contractor shall provide the City with electronic data processing services that will allow for the production of loss experience and transaction reports within ten (10) days following the close of each calendar month. The Contractor will also work with the City to develop ad hoc and other specialized reports as requested.

8. **REGULATORY REPORTING:** The Contractor shall prepare all reports required by State and Federal regulatory agencies (if any) in connection with the Program, including the Self-Insurer's Annual Report required by the Department of Self-Insurance Plans.

9. **RECORDS:** The Contractor shall establish and maintain electronic claim files, claim logs, transaction documents and all other records associated with the Program. These records

shall be the property of the City. Unless this Agreement is cancelled, closed hard files, if any, shall be stored by the Contractor for five (5) years and shall thereafter become the responsibility of the City. Upon cancellation of this Agreement, the City shall be responsible for maintaining and storing all data, records, et cetera. The Contractor shall not dispose of or destroy hard files without the prior, written authorization of the City.

10. OBLIGATIONS OF THE CITY:

The City shall perform the following:

- A. Submit all reports of work injury to the Contractor in a timely manner not to exceed two business days of the City's knowledge of the injury.
- B. Respond to the Contractor's requests for information and authority within five days of such requests.
- C. Provide information that is accurate and is in a form specified by the Contractor.
- D. Grant settlement authority to the Contractor in advance of WCAB, Rehabilitation, and legal hearings, or be available by phone or in person during same.

Price Proposal Attachment C Request for Proposal RFP
Summary of TPA Fees with Bill Review Services

TPA Fees	Group Pricing			City of National City Fees	
Year 1					
Year 2					
Year 3					
Year 4					
Year 5					
Total					

Services Included (Y/N) If no, include fee

MMSEA Fee					
Conversion Fee					
Assumption of tail claims					
License fee for VOS					
Monthly reports					
SIP Annual Report					
1099's					
DWC-1, posters, pamphlets					
Index checking					
Attendance at hearings					
Storage of claims					
Check printing					
Banking fees					
UR Stat approvals					
Filing fees					
Correspondence fees					

Medical Provider Network

Annual Maintenance Fee					
Creation of MPN					
MPN Update fees					
Other					

Medical Bill Review

Per bill					
In Patient Medical Fee Schedule (IMFS)					
PPO Network - % of savings fee & Cap					
Pharmacy					
U&C Savings					
Outpatient					
Negotiated					

Medical EDI					
Duplicates					
Other					

Nurse Case Management

Early Intervention/Triage					
Other					

Utilization Review

1st Level Peer Review					
Peer to Peer					
Other					

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City approving a salary schedule for the Municipal Employees Association employee group for Fiscal Year 2016-2017 in compliance with the requirements of the California Public Employees Retirement Syst

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: June 21, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City approving a salary schedule for the Municipal Employees' Association employee group for Fiscal Year 2016-2017 in compliance with the requirements of the California Public Employee's Retirement System (CalPERS)

PREPARED BY: Stacey Stevenson

DEPARTMENT: Human Resources

PHONE: 336-4308

APPROVED BY: 

EXPLANATION:

All employees of the City of National City receive a rate of pay within the established salary range for the job classification into which the employee has been hired. The purpose of this item is to establish the Fiscal Year 2016-2017 salary schedule for classifications represented by the Municipal Employees' Association (MEA).

The salary schedule under consideration includes range adjustments to various classifications based on market adjustments that were made through a meet and confer process with MEA representatives.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

There is no fiscal impact associated with this action. Personnel costs for employees represented by the MEA are incorporated in the City of National City General Fund budget as adopted by the City Council at its meeting of June 7, 2016.

ENVIRONMENTAL REVIEW:

This is not a project and is therefore not subject to environmental review.

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt the resolution approving the Fiscal Year 2017 compensation plan for the Municipal Employees' Association employee group

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

List of Classifications Represented by the Municipal Employees' Association
Municipal Employees' Association Salary Schedule
MEA List of Range Adjustments
Resolution

LIST OF CLASSIFICATIONS
REPRESENTED BY MUNICIPAL EMPLOYEES' ASSOCIATION
Fiscal Year 2016-2017

CLERICAL AND FISCAL POSITIONS	SALARY RANGE	MONTHLY SALARY
Accountant	121	\$4,231 – \$5,143
Accountant Trainee	103	\$3,596 – \$4,371
Accounting Assistant	83	\$3,008 – \$3,656
Administrative Secretary	92	\$3,254 – \$3,955
Administrative Technician	102	\$3,564 – \$4,332
Buyer	99	\$3,466 – \$4,212
Executive Secretary	108	\$3,756 – \$4,565
Management Analyst Trainee	108	\$3,756 – \$4,565
Office Assistant	56	\$2,382 – \$2,895
Purchasing Clerk	83	\$3,008 – \$3,656
Senior Accounting Assistant	99	\$3,466 – \$4,212
Senior Office Assistant	69	\$2,663 – \$3,237

ENGINEERING, PLANNING AND INSPECTION POSITIONS	SALARY RANGE	MONTHLY SALARY
Assistant Engineer-Civil	146	\$5,328 – \$6,476
Assistant Planner	124	\$4,347 – \$5,283
Associate Engineer-Civil	159	\$6,009 – \$7,304
Associate Planner	135	\$4,803 – \$5,838
Building Inspector	128	\$4,508 – \$5,480
Building Inspector/Plan Checker	138	\$4,940 – \$6,005
Civil Engineering Technician	114	\$3,969 – \$4,825
Code Conformance Officer I	113	\$3,934 – \$4,782
Code Conformance Officer II	123	\$4,314 – \$5,244
Construction Inspector	123	\$4,314 – \$5,244
Fire Inspector	128	\$4,508 – \$5,480
Graffiti Removal Assistant	82	\$2,986 – \$3,629
Graffiti Removal Technician	101	\$3,529 – \$4,289
Junior Engineer-Civil	129	\$4,550 – \$5,530
Parking Regulations Officer	85	\$3,056 – \$3,714

**LIST OF CLASSIFICATIONS
REPRESENTED BY MUNICIPAL EMPLOYEES' ASSOCIATION
Fiscal Year 2016-2017**

ENGINEERING, PLANNING AND INSPECTION POSITIONS	SALARY RANGE	MONTHLY SALARY
Permit Technician	92	\$3,254 – \$3,955
Planning Technician	104	\$3,625 – \$4,406
Plans Examiner	144	\$5,223 – \$6,349
Senior Building Inspector	138	\$4,940 – \$6,005
Senior Civil Engineering Technician	125	\$4,386 – \$5,331
Senior Code Conformance Officer	133	\$4,717 – \$5,734
Senior Construction Inspector	138	\$4,940 – \$6,005
Storm Water Compliance Inspector	125	\$4,386 – \$5,331

LIBRARY AND COMMUNITY SERVICES POSITIONS	SALARY RANGE	MONTHLY SALARY
Academic Enrichment Programs Coord	124	\$4,347 – \$5,283
Executive Chef	84	\$3,029 – \$3,682
Home Delivered Meals Coordinator	60	\$2,467 – \$2,998
Librarian	124	\$4,347 – \$5,283
Librarian (Literacy Services)	124	\$4,347 – \$5,283
Library Assistant	63	\$2,534 – \$3,080
Library Technician	93	\$3,291 – \$4,000
Neighborhood Council Specialist	101	\$3,529 – \$4,289
Recreation Center Supervisor	100	\$3,501 – \$4,255
Recreation Supervisor	112	\$3,895 – \$4,735
Senior Librarian	134	\$4,765 – \$5,792
Senior Library Technician	93	\$3,291 – \$4,000
Sous Chef	66	\$2,598 – \$3,157

POLICE SUPPORT POSITIONS	SALARY RANGE	MONTHLY SALARY
Abandoned Vehicle Abatement Officer	83	\$3,008 – \$3,656
Alarm Program Coordinator	63	\$2,534 – \$3,080
Animal Regulations Officer	98	\$3,431 – \$4,170

**LIST OF CLASSIFICATIONS
REPRESENTED BY MUNICIPAL EMPLOYEES' ASSOCIATION
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POLICE SUPPORT POSITIONS	SALARY RANGE	MONTHLY SALARY
Community Services Officer	73	\$2,759 – \$3,354
Crime Analyst	125	\$4,386 – \$5,331
Crime Scene Specialist	112	\$3,895 – \$4,735
Police Dispatch Supervisor	145	\$5,274 – \$6,410
Police Dispatcher	119	\$4,148 – \$5,042
Police Investigative Aide	105	\$3,660 – \$4,448
Police Investigator (Non-sworn)	128	\$4,508 – \$5,480
Police Operations Assistant	93	\$3,291 – \$4,000
Police Records Clerk	69	\$2,663 – \$3,237
Police Records Supervisor	123	\$4,314 – \$5,244
Property & Evidence Specialist I	92	\$3,254 – \$3,955
Property & Evidence Specialist II	112	\$3,895 – \$4,735
Property & Evidence Unit Supervisor	123	\$4,314 – \$5,244
Stop Grant Office Coordinator	92	\$3,254 – \$3,955
Training Coordinator	77	\$2,855 – \$3,470

COMMUNITY DEVELOPMENT AND HOUSING POSITIONS	SALARY RANGE	MONTHLY SALARY
Community Development Specialist I	124	\$4,347 – \$5,283
Community Development Specialist II	135	\$4,803 – \$5,838
Housing Assistant	89	\$3,180 – \$3,865
Housing Inspector I	116	\$4,041 – \$4,912
Housing Inspector II	126	\$4,430 – \$5,384
Housing Specialist	122	\$4,268 – \$5,188
Lead Hazard Control Program Case Mgr	110	\$3,828 – \$4,652
Lead Hazard Control Program Coord	120	\$4,190 – \$5,092
Lead Housing Inspector	115	\$4,006 – \$4,870
Lead Risk Inspector/Assessor	115	\$4,006 – \$4,870
Lead Sampling Technician	86	\$3,093 – \$3,759
Property Agent	136	\$4,850 – \$5,896
Senior Housing Specialist	132	\$4,676 – \$5,684

**LIST OF CLASSIFICATIONS
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PARK MAINTENANCE POSITIONS	SALARY RANGE	MONTHLY SALARY
Assistant Tree Trimmer	89	\$3,180 – \$3,865
Lead Tree Trimmer	100	\$3,501 – \$4,255
Park Caretaker	80	\$2,934 – \$3,566
Park Supervisor	116	\$4,041 – \$4,912
Parks Equipment Operator	101	\$3,529 – \$4,289
Senior Park Caretaker	88	\$3,145 – \$3,823
Tree Trimmer	94	\$3,319 – \$4,035

PUBLIC WORKS POSITIONS	SALARY RANGE	MONTHLY SALARY
Building Trades Specialist	105	\$3,660 – \$4,448
Carpenter	102	\$3,564 – \$4,332
Custodian	59	\$2,447 – \$2,974
Electrician	108	\$3,756 – \$4,565
Equipment Mechanic	110	\$3,828 – \$4,652
Equipment Operator	101	\$3,529 – \$4,289
Lead Equipment Mechanic	120	\$4,190 – \$5,092
Maintenance Worker	82	\$2,986 – \$3,629
Plumber	102	\$3,564 – \$4,332
Senior Equipment Operator	113	\$3,934 – \$4,782
Senior Traffic Painter	101	\$3,529 – \$4,289
Street Sweeper Operator	101	\$3,529 – \$4,289
Supervising Custodian	71	\$2,707 – \$3,290
Traffic Painter	89	\$3,180 – \$3,865
Wastewater Crew Chief	110	\$3,828 – \$4,652

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Exhibit B

RANGE	STEP	HOURLY	BASE	BIWEEKLY	MONTHLY	ANNUAL
051	A	13.18	1,033.36	1,054.03	2,283.73	27,404.78
	B	13.83	1,085.02	1,106.72	2,397.89	28,774.72
	C	14.53	1,139.27	1,162.06	2,517.80	30,213.56
	D	15.25	1,196.23	1,220.15	2,643.66	31,723.90
	E	16.01	1,256.04	1,281.16	2,775.85	33,310.16
052	A	12.88	1,009.81	1,030.01	2,231.69	26,780.26
	B	13.52	1,060.29	1,081.50	2,343.25	28,119.00
	C	14.19	1,113.31	1,135.58	2,460.42	29,525.08
	D	14.90	1,168.98	1,192.36	2,583.45	31,001.36
	E	15.65	1,227.42	1,251.97	2,712.60	32,551.22
053	A	13.00	1,019.42	1,039.81	2,252.92	27,035.06
	B	13.65	1,070.40	1,091.81	2,365.59	28,387.06
	C	14.33	1,123.92	1,146.40	2,483.87	29,806.40
	D	15.05	1,180.13	1,203.73	2,608.08	31,296.98
	E	15.80	1,239.12	1,263.90	2,738.45	32,861.40
054	A	13.10	1,027.11	1,047.65	2,269.91	27,238.90
	B	13.75	1,078.48	1,100.05	2,383.44	28,601.30
	C	14.44	1,132.38	1,155.03	2,502.57	30,030.78
	D	15.16	1,189.01	1,212.79	2,627.71	31,532.54
	E	15.92	1,248.47	1,273.44	2,759.12	33,109.44
055	A	13.23	1,037.71	1,058.46	2,293.33	27,519.96
	B	13.89	1,089.60	1,111.39	2,408.01	28,896.14
	C	14.59	1,144.07	1,166.95	2,528.39	30,340.70
	D	15.32	1,201.28	1,225.31	2,654.84	31,858.06
	E	16.08	1,261.34	1,286.57	2,787.57	33,450.82
056	A	13.74	1,077.64	1,099.19	2,381.58	28,578.94
	B	14.43	1,131.51	1,154.14	2,500.64	30,007.64
	C	15.15	1,188.08	1,211.84	2,625.65	31,507.84
	D	15.91	1,247.49	1,272.44	2,756.95	33,083.44
	E	16.70	1,309.86	1,336.06	2,894.80	34,737.56

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Exhibit B

RANGE	STEP	HOURLY	BASE	BIWEEKLY	MONTHLY	ANNUAL
057	A	13.88	1,088.67	1,110.44	2,405.95	28,871.44
	B	14.57	1,143.11	1,165.97	2,526.27	30,315.22
	C	15.30	1,200.26	1,224.27	2,652.59	31,831.02
	D	16.07	1,260.27	1,285.48	2,785.21	33,422.48
	E	16.87	1,323.27	1,349.74	2,924.44	35,093.24
058	A	14.00	1,098.42	1,120.39	2,427.51	29,130.14
	B	14.71	1,153.33	1,176.40	2,548.87	30,586.40
	C	15.44	1,211.00	1,235.22	2,676.31	32,115.72
	D	16.21	1,271.56	1,296.99	2,810.15	33,721.74
	E	17.02	1,335.14	1,361.84	2,950.65	35,407.84
059	A	14.12	1,107.24	1,129.38	2,446.99	29,363.88
	B	14.82	1,162.58	1,185.83	2,569.30	30,831.58
	C	15.56	1,220.70	1,245.11	2,697.74	32,372.86
	D	16.34	1,281.73	1,307.36	2,832.61	33,991.36
	E	17.16	1,345.85	1,372.77	2,974.34	35,692.02
060	A	14.23	1,116.19	1,138.51	2,466.77	29,601.26
	B	14.94	1,171.99	1,195.43	2,590.10	31,081.18
	C	15.69	1,230.59	1,255.20	2,719.60	32,635.20
	D	16.47	1,292.12	1,317.96	2,855.58	34,266.96
	E	17.30	1,356.74	1,383.87	2,998.39	35,980.62
061	A	14.33	1,124.05	1,146.53	2,484.15	29,809.78
	B	15.05	1,180.25	1,203.86	2,608.36	31,300.36
	C	15.80	1,239.27	1,264.06	2,738.80	32,865.56
	D	16.59	1,301.23	1,327.25	2,875.71	34,508.50
	E	17.42	1,366.28	1,393.61	3,019.49	36,233.86
062	A	14.50	1,136.90	1,159.64	2,512.55	30,150.64
	B	15.22	1,193.76	1,217.64	2,638.22	31,658.64
	C	15.98	1,253.43	1,278.50	2,770.08	33,241.00
	D	16.78	1,316.11	1,342.43	2,908.60	34,903.18
	E	17.62	1,381.90	1,409.54	3,054.00	36,648.04

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Exhibit B

RANGE	STEP	HOURLY	BASE	BIWEEKLY	MONTHLY	ANNUAL
063	A	14.62	1,146.74	1,169.67	2,534.29	30,411.42
	B	15.35	1,204.09	1,228.17	2,661.04	31,932.42
	C	16.12	1,264.29	1,289.58	2,794.09	33,529.08
	D	16.93	1,327.51	1,354.06	2,933.80	35,205.56
	E	17.77	1,393.88	1,421.76	3,080.48	36,965.76
064	A	14.73	1,155.67	1,178.78	2,554.02	30,648.28
	B	15.47	1,213.46	1,237.73	2,681.75	32,180.98
	C	16.25	1,274.14	1,299.62	2,815.84	33,790.12
	D	17.06	1,337.85	1,364.61	2,956.66	35,479.86
	E	17.91	1,404.72	1,432.81	3,104.42	37,253.06
065	A	14.86	1,165.47	1,188.78	2,575.69	30,908.28
	B	15.60	1,223.75	1,248.23	2,704.50	32,453.98
	C	16.38	1,284.94	1,310.64	2,839.72	34,076.64
	D	17.20	1,349.17	1,376.15	2,981.66	35,779.90
	E	18.06	1,416.64	1,444.97	3,130.77	37,569.22
066	A	14.99	1,175.39	1,198.90	2,597.62	31,171.40
	B	15.74	1,234.17	1,258.85	2,727.51	32,730.10
	C	16.52	1,295.87	1,321.79	2,863.88	34,366.54
	D	17.35	1,360.67	1,387.88	3,007.07	36,084.88
	E	18.22	1,428.69	1,457.26	3,157.40	37,888.76
067	A	15.10	1,184.29	1,207.98	2,617.29	31,407.48
	B	15.85	1,243.50	1,268.37	2,748.14	32,977.62
	C	16.65	1,305.69	1,331.80	2,885.57	34,626.80
	D	17.48	1,370.97	1,398.39	3,029.85	36,358.14
	E	18.35	1,439.50	1,468.29	3,181.30	38,175.54
068	A	15.23	1,194.20	1,218.08	2,639.17	31,670.08
	B	15.99	1,253.93	1,279.01	2,771.19	33,254.26
	C	16.79	1,316.62	1,342.95	2,909.73	34,916.70
	D	17.63	1,382.45	1,410.10	3,055.22	36,662.60
	E	18.51	1,451.57	1,480.60	3,207.97	38,495.60

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RANGE	STEP	HOURLY	BASE	BIWEEKLY	MONTHLY	ANNUAL
069	A	15.36	1,205.02	1,229.12	2,663.09	31,957.12
	B	16.13	1,265.27	1,290.58	2,796.26	33,555.08
	C	16.94	1,328.52	1,355.09	2,936.03	35,232.34
	D	17.79	1,394.95	1,422.85	3,082.84	36,994.10
	E	18.67	1,464.70	1,493.99	3,236.98	38,843.74
070	A	15.46	1,212.76	1,237.02	2,680.21	32,162.52
	B	16.24	1,273.40	1,298.87	2,814.22	33,770.62
	C	17.05	1,337.07	1,363.81	2,954.92	35,459.06
	D	17.90	1,403.91	1,431.99	3,102.65	37,231.74
	E	18.80	1,474.12	1,503.60	3,257.80	39,093.60
071	A	15.62	1,224.72	1,249.21	2,706.62	32,479.46
	B	16.40	1,285.96	1,311.68	2,841.97	34,103.68
	C	17.22	1,350.25	1,377.26	2,984.06	35,808.76
	D	18.08	1,417.76	1,446.12	3,133.26	37,599.12
	E	18.98	1,488.66	1,518.43	3,289.93	39,479.18
072	A	15.75	1,235.58	1,260.29	2,730.63	32,767.54
	B	16.54	1,297.37	1,323.32	2,867.19	34,406.32
	C	17.37	1,362.23	1,389.47	3,010.52	36,126.22
	D	18.24	1,430.34	1,458.95	3,161.06	37,932.70
	E	19.15	1,501.85	1,531.89	3,319.10	39,829.14
073	A	15.92	1,248.42	1,273.39	2,759.01	33,108.14
	B	16.71	1,310.84	1,337.06	2,896.96	34,763.56
	C	17.55	1,376.39	1,403.92	3,041.83	36,501.92
	D	18.43	1,445.20	1,474.10	3,193.88	38,326.60
	E	19.35	1,517.46	1,547.81	3,353.59	40,243.06
074	A	16.06	1,259.35	1,284.54	2,783.17	33,398.04
	B	16.86	1,322.31	1,348.76	2,922.31	35,067.76
	C	17.70	1,388.43	1,416.20	3,068.43	36,821.20
	D	18.59	1,457.85	1,487.01	3,221.86	38,662.26
	E	19.52	1,530.76	1,561.38	3,382.99	40,595.88

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RANGE	STEP	HOURLY	BASE	BIWEEKLY	MONTHLY	ANNUAL
075	A	16.19	1,270.14	1,295.54	2,807.00	33,684.04
	B	17.00	1,333.64	1,360.31	2,947.34	35,368.06
	C	17.85	1,400.33	1,428.34	3,094.74	37,136.84
	D	18.75	1,470.34	1,499.75	3,249.46	38,993.50
	E	19.68	1,543.86	1,574.74	3,411.94	40,943.24
076	A	16.35	1,282.04	1,307.68	2,833.31	33,999.68
	B	17.16	1,346.15	1,373.07	2,974.99	35,699.82
	C	18.02	1,413.45	1,441.72	3,123.73	37,484.72
	D	18.92	1,484.13	1,513.81	3,279.92	39,359.06
	E	19.87	1,558.34	1,589.51	3,443.94	41,327.26
077	A	16.47	1,291.72	1,317.55	2,854.69	34,256.30
	B	17.29	1,356.30	1,383.43	2,997.43	35,969.18
	C	18.16	1,424.13	1,452.61	3,147.32	37,767.86
	D	19.07	1,495.33	1,525.24	3,304.69	39,656.24
	E	20.02	1,570.09	1,601.49	3,469.90	41,638.74
078	A	16.66	1,306.44	1,332.57	2,887.24	34,646.82
	B	17.49	1,371.77	1,399.21	3,031.62	36,379.46
	C	18.36	1,440.34	1,469.15	3,183.16	38,197.90
	D	19.28	1,512.37	1,542.62	3,342.34	40,108.12
	E	20.25	1,588.00	1,619.76	3,509.48	42,113.76
079	A	16.77	1,315.59	1,341.90	2,907.45	34,889.40
	B	17.61	1,381.37	1,409.00	3,052.83	36,634.00
	C	18.49	1,450.45	1,479.46	3,205.50	38,465.96
	D	19.42	1,522.97	1,553.43	3,365.77	40,389.18
	E	20.39	1,599.12	1,631.10	3,534.05	42,408.60
080	A	16.92	1,327.40	1,353.95	2,933.56	35,202.70
	B	17.77	1,393.78	1,421.66	3,080.26	36,963.16
	C	18.66	1,463.48	1,492.75	3,234.29	38,811.50
	D	19.59	1,536.63	1,567.36	3,395.95	40,751.36
	E	20.57	1,613.46	1,645.73	3,565.75	42,788.98

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Exhibit B

RANGE	STEP	HOURLY	BASE	BIWEEKLY	MONTHLY	ANNUAL
081	A	17.04	1,336.21	1,362.93	2,953.02	35,436.18
	B	17.89	1,403.00	1,431.06	3,100.63	37,207.56
	C	18.78	1,473.17	1,502.63	3,255.70	39,068.38
	D	19.72	1,546.81	1,577.75	3,418.46	41,021.50
	E	20.71	1,624.17	1,656.65	3,589.41	43,072.90
082	A	17.23	1,350.99	1,378.01	2,985.69	35,828.26
	B	18.09	1,418.53	1,446.90	3,134.95	37,619.40
	C	18.99	1,489.45	1,519.24	3,291.69	39,500.24
	D	19.94	1,563.92	1,595.20	3,456.27	41,475.20
	E	20.94	1,642.12	1,674.96	3,629.08	43,548.96
083	A	17.35	1,360.89	1,388.11	3,007.57	36,090.86
	B	18.22	1,428.93	1,457.51	3,157.94	37,895.26
	C	19.13	1,500.38	1,530.39	3,315.85	39,790.14
	D	20.09	1,575.40	1,606.91	3,481.64	41,779.66
	E	21.09	1,654.17	1,687.25	3,655.71	43,868.50
084	A	17.48	1,370.77	1,398.19	3,029.41	36,352.94
	B	18.35	1,439.30	1,468.09	3,180.86	38,170.34
	C	19.27	1,511.26	1,541.49	3,339.90	40,078.74
	D	20.23	1,586.83	1,618.57	3,506.90	42,082.82
	E	21.24	1,666.17	1,699.49	3,682.23	44,186.74
085	A	17.63	1,382.65	1,410.30	3,055.65	36,667.80
	B	18.51	1,451.80	1,480.84	3,208.49	38,501.84
	C	19.44	1,524.37	1,554.86	3,368.86	40,426.36
	D	20.41	1,600.60	1,632.61	3,537.32	42,447.86
	E	21.43	1,680.63	1,714.24	3,714.19	44,570.24
086	A	17.84	1,399.38	1,427.37	3,092.64	37,111.62
	B	18.73	1,469.35	1,498.74	3,247.27	38,967.24
	C	19.67	1,542.81	1,573.67	3,409.62	40,915.42
	D	20.65	1,619.94	1,652.34	3,580.07	42,960.84
	E	21.69	1,700.94	1,734.96	3,759.08	45,108.96

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Exhibit B

RANGE	STEP	HOURLY	BASE	BIWEEKLY	MONTHLY	ANNUAL
087	A	17.96	1,408.26	1,436.43	3,112.27	37,347.18
	B	18.85	1,478.67	1,508.24	3,267.85	39,214.24
	C	19.80	1,552.59	1,583.64	3,431.22	41,174.64
	D	20.79	1,630.21	1,662.81	3,602.76	43,233.06
	E	21.82	1,711.74	1,745.97	3,782.94	45,395.22
088	A	18.14	1,423.10	1,451.56	3,145.05	37,740.56
	B	19.05	1,494.24	1,524.12	3,302.26	39,627.12
	C	20.00	1,568.96	1,600.34	3,467.40	41,608.84
	D	21.00	1,647.40	1,680.35	3,640.76	43,689.10
	E	22.05	1,729.77	1,764.37	3,822.80	45,873.62
089	A	18.35	1,438.92	1,467.70	3,180.02	38,160.20
	B	19.26	1,510.89	1,541.11	3,339.07	40,068.86
	C	20.23	1,586.43	1,618.16	3,506.01	42,072.16
	D	21.24	1,665.75	1,699.07	3,681.32	44,175.82
	E	22.30	1,749.03	1,784.01	3,865.36	46,384.26
090	A	18.47	1,448.73	1,477.70	3,201.68	38,420.20
	B	19.39	1,521.16	1,551.58	3,361.76	40,341.08
	C	20.36	1,597.21	1,629.15	3,529.83	42,357.90
	D	21.38	1,677.08	1,710.62	3,706.34	44,476.12
	E	22.45	1,760.93	1,796.15	3,891.66	46,699.90
091	A	18.63	1,461.45	1,490.68	3,229.81	38,757.68
	B	19.57	1,534.54	1,565.23	3,391.33	40,695.98
	C	20.54	1,611.26	1,643.49	3,560.90	42,730.74
	D	21.57	1,691.81	1,725.65	3,738.91	44,866.90
	E	22.65	1,776.41	1,811.94	3,925.87	47,110.44
092	A	18.77	1,472.49	1,501.94	3,254.20	39,050.44
	B	19.71	1,546.11	1,577.03	3,416.90	41,002.78
	C	20.70	1,623.42	1,655.89	3,587.76	43,053.14
	D	21.73	1,704.59	1,738.68	3,767.14	45,205.68
	E	22.82	1,789.81	1,825.61	3,955.49	47,465.86

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093	A	18.99	1,489.22	1,519.00	3,291.17	39,494.00
	B	19.94	1,563.66	1,594.93	3,455.68	41,468.18
	C	20.93	1,641.86	1,674.70	3,628.52	43,542.20
	D	21.98	1,723.94	1,758.42	3,809.91	45,718.92
	E	23.08	1,810.15	1,846.35	4,000.43	48,005.10
094	A	19.15	1,501.97	1,532.01	3,319.36	39,832.26
	B	20.11	1,577.04	1,608.58	3,485.26	41,823.08
	C	21.11	1,655.90	1,689.02	3,659.54	43,914.52
	D	22.17	1,738.70	1,773.47	3,842.52	46,110.22
	E	23.28	1,825.63	1,862.14	4,034.64	48,415.64
095	A	19.28	1,511.84	1,542.08	3,341.17	40,094.08
	B	20.24	1,587.46	1,619.21	3,508.29	42,099.46
	C	21.25	1,666.83	1,700.17	3,683.70	44,204.42
	D	22.31	1,750.16	1,785.16	3,867.85	46,414.16
	E	23.43	1,837.66	1,874.41	4,061.22	48,734.66
096	A	19.44	1,524.77	1,555.27	3,369.75	40,437.02
	B	20.41	1,601.00	1,633.02	3,538.21	42,458.52
	C	21.43	1,681.05	1,714.67	3,715.12	44,581.42
	D	22.51	1,765.11	1,800.41	3,900.89	46,810.66
	E	23.63	1,853.38	1,890.45	4,095.98	49,151.70
097	A	19.64	1,540.55	1,571.36	3,404.61	40,855.36
	B	20.62	1,617.57	1,649.92	3,574.83	42,897.92
	C	21.66	1,698.46	1,732.43	3,753.60	45,043.18
	D	22.74	1,783.36	1,819.03	3,941.23	47,294.78
	E	23.87	1,872.54	1,909.99	4,138.31	49,659.74
098	A	19.79	1,552.40	1,583.45	3,430.81	41,169.70
	B	20.78	1,630.02	1,662.62	3,602.34	43,228.12
	C	21.82	1,711.51	1,745.74	3,782.44	45,389.24
	D	22.91	1,797.08	1,833.02	3,971.54	47,658.52
	E	24.06	1,886.93	1,924.67	4,170.12	50,041.42

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099	A	19.99	1,568.12	1,599.48	3,465.54	41,586.48
	B	20.99	1,646.52	1,679.45	3,638.81	43,665.70
	C	22.04	1,728.86	1,763.44	3,820.79	45,849.44
	D	23.15	1,815.30	1,851.61	4,011.82	48,141.86
	E	24.30	1,906.08	1,944.20	4,212.43	50,549.20
100	A	20.20	1,583.95	1,615.63	3,500.53	42,006.38
	B	21.21	1,663.15	1,696.41	3,675.56	44,106.66
	C	22.27	1,746.30	1,781.23	3,859.33	46,311.98
	D	23.38	1,833.62	1,870.29	4,052.30	48,627.54
	E	24.55	1,925.30	1,963.81	4,254.92	51,059.06
101	A	20.36	1,596.75	1,628.69	3,528.83	42,345.94
	B	21.38	1,676.58	1,710.11	3,705.24	44,462.86
	C	22.45	1,760.41	1,795.62	3,890.51	46,686.12
	D	23.57	1,848.43	1,885.40	4,085.03	49,020.40
	E	24.75	1,940.85	1,979.67	4,289.29	51,471.42
102	A	20.56	1,612.53	1,644.78	3,563.69	42,764.28
	B	21.59	1,693.16	1,727.02	3,741.88	44,902.52
	C	22.67	1,777.81	1,813.37	3,928.97	47,147.62
	D	23.80	1,866.71	1,904.04	4,125.42	49,505.04
	E	24.99	1,960.04	1,999.24	4,331.69	51,980.24
103	A	20.75	1,627.32	1,659.87	3,596.39	43,156.62
	B	21.79	1,708.68	1,742.85	3,776.18	45,314.10
	C	22.88	1,794.12	1,830.00	3,965.00	47,580.00
	D	24.02	1,883.81	1,921.49	4,163.23	49,958.74
	E	25.22	1,978.00	2,017.56	4,371.38	52,456.56
104	A	20.91	1,640.22	1,673.02	3,624.88	43,498.52
	B	21.96	1,722.23	1,756.67	3,806.12	45,673.42
	C	23.06	1,808.34	1,844.51	3,996.44	47,957.26
	D	24.21	1,898.76	1,936.74	4,196.27	50,355.24
	E	25.42	1,993.71	2,033.58	4,406.09	52,873.08

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105	A	21.11	1,656.02	1,689.14	3,659.80	43,917.64
	B	22.17	1,738.80	1,773.58	3,842.76	46,113.08
	C	23.28	1,825.77	1,862.29	4,034.96	48,419.54
	D	24.44	1,917.04	1,955.38	4,236.66	50,839.88
	E	25.66	2,012.89	2,053.15	4,448.49	53,381.90
106	A	21.28	1,668.86	1,702.24	3,688.19	44,258.24
	B	22.34	1,752.30	1,787.35	3,872.59	46,471.10
	C	23.46	1,839.91	1,876.71	4,066.21	48,794.46
	D	24.63	1,931.90	1,970.54	4,269.50	51,234.04
	E	25.86	2,028.49	2,069.06	4,482.96	53,795.56
107	A	21.47	1,683.75	1,717.43	3,721.10	44,653.18
	B	22.54	1,767.95	1,803.31	3,907.17	46,886.06
	C	23.67	1,856.34	1,893.47	4,102.52	49,230.22
	D	24.85	1,949.15	1,988.13	4,307.62	51,691.38
	E	26.09	2,046.61	2,087.54	4,523.00	54,276.04
108	A	21.67	1,699.43	1,733.42	3,755.74	45,068.92
	B	22.75	1,784.38	1,820.07	3,943.49	47,321.82
	C	23.89	1,873.61	1,911.08	4,140.67	49,688.08
	D	25.08	1,967.30	2,006.65	4,347.74	52,172.90
	E	26.34	2,065.67	2,106.98	4,565.12	54,781.48
109	A	21.89	1,717.19	1,751.53	3,794.98	45,539.78
	B	22.99	1,803.06	1,839.12	3,984.76	47,817.12
	C	24.14	1,893.19	1,931.05	4,183.94	50,207.30
	D	25.35	1,987.87	2,027.63	4,393.20	52,718.38
	E	26.61	2,087.25	2,129.00	4,612.83	55,354.00
110	A	22.08	1,731.91	1,766.55	3,827.53	45,930.30
	B	23.19	1,818.52	1,854.89	4,018.93	48,227.14
	C	24.35	1,909.43	1,947.62	4,219.84	50,638.12
	D	25.56	2,004.92	2,045.02	4,430.88	53,170.52
	E	26.84	2,105.16	2,147.26	4,652.40	55,828.76

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111	A	22.27	1,746.81	1,781.75	3,860.46	46,325.50
	B	23.39	1,834.15	1,870.83	4,053.47	48,641.58
	C	24.55	1,925.85	1,964.37	4,256.14	51,073.62
	D	25.78	2,022.16	2,062.60	4,468.97	53,627.60
	E	27.07	2,123.27	2,165.74	4,692.44	56,309.24
112	A	22.47	1,762.55	1,797.80	3,895.23	46,742.80
	B	23.60	1,850.67	1,887.68	4,089.97	49,079.68
	C	24.78	1,943.20	1,982.06	4,294.46	51,533.56
	D	26.01	2,040.36	2,081.17	4,509.20	54,110.42
	E	27.32	2,142.37	2,185.22	4,734.64	56,815.72
113	A	22.70	1,780.27	1,815.88	3,934.41	47,212.88
	B	23.83	1,869.27	1,906.66	4,131.10	49,573.16
	C	25.03	1,962.76	2,002.02	4,337.71	52,052.52
	D	26.28	2,060.89	2,102.11	4,554.57	54,654.86
	E	27.59	2,163.92	2,207.20	4,782.27	57,387.20
114	A	22.90	1,796.04	1,831.96	3,969.25	47,630.96
	B	24.04	1,885.85	1,923.57	4,167.74	50,012.82
	C	25.25	1,980.14	2,019.74	4,376.10	52,513.24
	D	26.51	2,079.14	2,120.72	4,594.89	55,138.72
	E	27.83	2,183.10	2,226.76	4,824.65	57,895.76
115	A	23.11	1,812.86	1,849.12	4,006.43	48,077.12
	B	24.27	1,903.53	1,941.60	4,206.80	50,481.60
	C	25.48	1,998.69	2,038.66	4,417.10	53,005.16
	D	26.76	2,098.64	2,140.61	4,637.99	55,655.86
	E	28.10	2,203.56	2,247.63	4,869.87	58,438.38
116	A	23.32	1,828.66	1,865.23	4,041.33	48,495.98
	B	24.48	1,920.11	1,958.51	4,243.44	50,921.26
	C	25.71	2,016.10	2,056.42	4,455.58	53,466.92
	D	26.99	2,116.92	2,159.26	4,678.40	56,140.76
	E	28.34	2,222.77	2,267.23	4,912.33	58,947.98

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117	A	23.50	1,843.46	1,880.33	4,074.05	48,888.58
	B	24.68	1,935.64	1,974.35	4,277.76	51,333.10
	C	25.91	2,032.41	2,073.06	4,491.63	53,899.56
	D	27.21	2,134.04	2,176.72	4,716.23	56,594.72
	E	28.57	2,240.73	2,285.54	4,952.00	59,424.04
118	A	23.73	1,861.35	1,898.58	4,113.59	49,363.08
	B	24.92	1,954.41	1,993.50	4,319.25	51,831.00
	C	26.16	2,052.13	2,093.17	4,535.20	54,422.42
	D	27.47	2,154.75	2,197.85	4,762.01	57,144.10
	E	28.85	2,262.48	2,307.73	5,000.08	60,000.98
119	A	23.93	1,877.13	1,914.67	4,148.45	49,781.42
	B	25.13	1,971.00	2,010.42	4,355.91	52,270.92
	C	26.39	2,069.56	2,110.95	4,573.73	54,884.70
	D	27.71	2,173.02	2,216.48	4,802.37	57,628.48
	E	29.09	2,281.67	2,327.30	5,042.48	60,509.80
120	A	24.17	1,895.73	1,933.64	4,189.55	50,274.64
	B	25.38	1,990.51	2,030.32	4,399.03	52,788.32
	C	26.65	2,090.06	2,131.86	4,619.03	55,428.36
	D	27.98	2,194.54	2,238.43	4,849.93	58,199.18
	E	29.38	2,304.27	2,350.36	5,092.45	61,109.36
121	A	24.41	1,914.55	1,952.84	4,231.15	50,773.84
	B	25.63	2,010.29	2,050.50	4,442.75	53,313.00
	C	26.91	2,110.80	2,153.02	4,664.88	55,978.52
	D	28.26	2,216.34	2,260.67	4,898.12	58,777.42
	E	29.67	2,327.16	2,373.70	5,143.02	61,716.20
122	A	24.62	1,931.33	1,969.96	4,268.25	51,218.96
	B	25.86	2,027.91	2,068.47	4,481.69	53,780.22
	C	27.15	2,129.30	2,171.89	4,705.76	56,469.14
	D	28.51	2,235.78	2,280.50	4,941.08	59,293.00
	E	29.93	2,347.57	2,394.52	5,188.13	62,257.52

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123	A	24.89	1,952.10	1,991.14	4,314.14	51,769.64
	B	26.13	2,049.72	2,090.71	4,529.87	54,358.46
	C	27.44	2,152.21	2,195.25	4,756.38	57,076.50
	D	28.81	2,259.80	2,305.00	4,994.17	59,930.00
	E	30.25	2,372.79	2,420.25	5,243.88	62,926.50
124	A	25.08	1,966.79	2,006.13	4,346.62	52,159.38
	B	26.33	2,065.12	2,106.42	4,563.91	54,766.92
	C	27.65	2,168.39	2,211.76	4,792.15	57,505.76
	D	29.03	2,276.80	2,322.34	5,031.74	60,380.84
	E	30.48	2,390.64	2,438.45	5,283.31	63,399.70
125	A	25.30	1,984.68	2,024.37	4,386.14	52,633.62
	B	26.57	2,083.91	2,125.59	4,605.45	55,265.34
	C	27.90	2,188.11	2,231.87	4,835.72	58,028.62
	D	28.95	2,270.39	2,315.80	5,017.57	60,210.80
	E	30.76	2,412.37	2,460.62	5,331.34	63,976.12
126	A	25.56	2,004.45	2,044.54	4,429.84	53,158.04
	B	26.83	2,104.67	2,146.76	4,651.31	55,815.76
	C	28.18	2,209.90	2,254.10	4,883.88	58,606.60
	D	29.59	2,320.39	2,366.80	5,128.07	61,536.80
	E	31.06	2,436.41	2,485.14	5,384.47	64,613.64
127	A	25.76	2,020.11	2,060.51	4,464.44	53,573.26
	B	27.04	2,121.13	2,163.55	4,687.69	56,252.30
	C	28.40	2,227.18	2,271.72	4,922.06	59,064.72
	D	29.82	2,338.53	2,385.30	5,168.15	62,017.80
	E	31.31	2,455.47	2,504.58	5,426.59	65,119.08
128	A	26.01	2,039.95	2,080.75	4,508.29	54,099.50
	B	27.31	2,141.94	2,184.78	4,733.69	56,804.28
	C	28.68	2,249.04	2,294.02	4,970.38	59,644.52
	D	30.11	2,361.49	2,408.72	5,218.89	62,626.72
	E	31.61	2,479.57	2,529.16	5,479.85	65,758.16

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129	A	26.25	2,058.60	2,099.77	4,549.50	54,594.02
	B	27.56	2,161.53	2,204.76	4,776.98	57,323.76
	C	28.94	2,269.62	2,315.01	5,015.86	60,190.26
	D	30.38	2,383.10	2,430.76	5,266.65	63,199.76
	E	31.90	2,502.24	2,552.28	5,529.94	66,359.28
130	A	26.47	2,076.29	2,117.82	4,588.61	55,063.32
	B	27.80	2,180.12	2,223.72	4,818.06	57,816.72
	C	29.19	2,289.12	2,334.90	5,058.95	60,707.40
	D	30.65	2,403.58	2,451.65	5,311.91	63,742.90
	E	32.18	2,523.75	2,574.23	5,577.50	66,929.98
131	A	26.72	2,096.03	2,137.95	4,632.23	55,586.70
	B	28.06	2,200.83	2,244.85	4,863.84	58,366.10
	C	29.46	2,310.87	2,357.09	5,107.03	61,284.34
	D	30.94	2,426.42	2,474.95	5,362.39	64,348.70
	E	32.48	2,547.75	2,598.71	5,630.54	67,566.46
132	A	26.98	2,115.86	2,158.18	4,676.06	56,112.68
	B	28.33	2,221.66	2,266.09	4,909.86	58,918.34
	C	29.74	2,332.74	2,379.39	5,155.35	61,864.14
	D	31.23	2,449.36	2,498.35	5,413.09	64,957.10
	E	32.79	2,571.84	2,623.28	5,683.77	68,205.28
133	A	27.22	2,134.61	2,177.30	4,717.48	56,609.80
	B	28.58	2,241.36	2,286.19	4,953.41	59,440.94
	C	30.01	2,353.42	2,400.49	5,201.06	62,412.74
	D	31.51	2,471.10	2,520.52	5,461.13	65,533.52
	E	33.08	2,594.64	2,646.53	5,734.15	68,809.78
134	A	27.49	2,156.28	2,199.41	4,765.39	57,184.66
	B	28.87	2,264.10	2,309.38	5,003.66	60,043.88
	C	30.31	2,377.30	2,424.85	5,253.84	63,046.10
	D	31.83	2,496.17	2,546.09	5,516.53	66,198.34
	E	33.42	2,620.99	2,673.41	5,792.39	69,508.66

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RANGE	STEP	HOURLY	BASE	BIWEEKLY	MONTHLY	ANNUAL
135	A	27.71	2,173.18	2,216.64	4,802.72	57,632.64
	B	29.09	2,281.83	2,327.47	5,042.85	60,514.22
	C	30.55	2,395.93	2,443.85	5,295.01	63,540.10
	D	32.08	2,515.71	2,566.02	5,559.71	66,716.52
	E	33.68	2,641.52	2,694.35	5,837.76	70,053.10
136	A	27.98	2,194.77	2,238.67	4,850.45	58,205.42
	B	29.38	2,304.50	2,350.59	5,092.95	61,115.34
	C	30.85	2,419.74	2,468.13	5,347.62	64,171.38
	D	32.39	2,540.71	2,591.52	5,614.96	67,379.52
	E	34.01	2,667.75	2,721.11	5,895.74	70,748.86
137	A	28.25	2,215.48	2,259.79	4,896.21	58,754.54
	B	29.66	2,326.26	2,372.79	5,141.05	61,692.54
	C	31.14	2,442.55	2,491.40	5,398.03	64,776.40
	D	32.70	2,564.68	2,615.97	5,667.94	68,015.22
	E	34.33	2,692.91	2,746.77	5,951.34	71,416.02
138	A	28.50	2,235.37	2,280.08	4,940.17	59,282.08
	B	29.93	2,347.11	2,394.05	5,187.11	62,245.30
	C	31.42	2,464.49	2,513.78	5,446.52	65,358.28
	D	32.99	2,587.71	2,639.46	5,718.83	68,625.96
	E	34.64	2,717.09	2,771.43	6,004.77	72,057.18
139	A	28.79	2,257.97	2,303.13	4,990.12	59,881.38
	B	30.23	2,370.86	2,418.28	5,239.61	62,875.28
	C	31.74	2,489.40	2,539.19	5,501.58	66,018.94
	D	33.33	2,613.87	2,666.15	5,776.66	69,319.90
	E	34.99	2,744.57	2,799.46	6,065.50	72,785.96
140	A	29.05	2,278.74	2,324.31	5,036.01	60,432.06
	B	30.51	2,392.68	2,440.53	5,287.82	63,453.78
	C	32.03	2,512.30	2,562.55	5,552.19	66,626.30
	D	33.63	2,637.91	2,690.67	5,829.79	69,957.42
	E	35.32	2,769.81	2,825.21	6,121.29	73,455.46

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Exhibit B

RANGE	STEP	HOURLY	BASE	BIWEEKLY	MONTHLY	ANNUAL
141	A	29.34	2,301.43	2,347.46	5,086.16	61,033.96
	B	30.81	2,416.50	2,464.83	5,340.47	64,085.58
	C	32.35	2,537.31	2,588.06	5,607.46	67,289.56
	D	33.97	2,664.20	2,717.48	5,887.87	70,654.48
	E	35.67	2,797.40	2,853.35	6,182.26	74,187.10
142	A	29.59	2,321.13	2,367.55	5,129.69	61,556.30
	B	31.07	2,437.19	2,485.93	5,386.18	64,634.18
	C	32.63	2,559.06	2,610.24	5,655.52	67,866.24
	D	34.26	2,687.01	2,740.75	5,938.29	71,259.50
	E	35.97	2,821.36	2,877.79	6,235.21	74,822.54
143	A	29.86	2,341.86	2,388.70	5,175.52	62,106.20
	B	31.35	2,458.95	2,508.13	5,434.28	65,211.38
	C	32.92	2,581.90	2,633.54	5,706.00	68,472.04
	D	34.57	2,710.99	2,765.21	5,991.29	71,895.46
	E	36.29	2,846.54	2,903.47	6,290.85	75,490.22
144	A	30.13	2,363.51	2,410.78	5,223.36	62,680.28
	B	31.64	2,481.67	2,531.30	5,484.48	65,813.80
	C	33.22	2,605.75	2,657.87	5,758.72	69,104.62
	D	34.88	2,736.04	2,790.76	6,046.65	72,559.76
	E	36.63	2,872.85	2,930.31	6,349.01	76,188.06
145	A	30.43	2,386.31	2,434.04	5,273.75	63,285.04
	B	31.95	2,505.63	2,555.74	5,537.44	66,449.24
	C	33.54	2,630.92	2,683.54	5,814.34	69,772.04
	D	35.22	2,762.45	2,817.70	6,105.02	73,260.20
	E	36.98	2,900.58	2,958.59	6,410.28	76,923.34
146	A	30.74	2,410.92	2,459.14	5,328.14	63,937.64
	B	32.28	2,531.46	2,582.09	5,594.53	67,134.34
	C	33.89	2,658.03	2,711.19	5,874.25	70,490.94
	D	35.58	2,790.94	2,846.76	6,167.98	74,015.76
	E	37.36	2,930.49	2,989.10	6,476.38	77,716.60

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RANGE	STEP	HOURLY	BASE	BIWEEKLY	MONTHLY	ANNUAL
147	A	31.00	2,431.68	2,480.31	5,374.01	64,488.06
	B	32.55	2,553.26	2,604.33	5,642.72	67,712.58
	C	34.18	2,680.93	2,734.55	5,924.86	71,098.30
	D	35.89	2,814.97	2,871.27	6,221.09	74,653.02
	E	37.69	2,955.72	3,014.83	6,532.13	78,385.58
148	A	31.29	2,454.33	2,503.42	5,424.08	65,088.92
	B	32.86	2,577.05	2,628.59	5,695.28	68,343.34
	C	34.50	2,705.89	2,760.01	5,980.02	71,760.26
	D	36.23	2,841.18	2,898.00	6,279.00	75,348.00
	E	38.04	2,983.25	3,042.92	6,592.99	79,115.92
149	A	31.60	2,478.15	2,527.71	5,476.71	65,720.46
	B	33.18	2,602.06	2,654.10	5,750.55	69,006.60
	C	34.84	2,732.16	2,786.80	6,038.07	72,456.80
	D	36.58	2,868.77	2,926.15	6,339.99	76,079.90
	E	38.41	3,012.20	3,072.44	6,656.95	79,883.44
150	A	31.88	2,500.73	2,550.74	5,526.60	66,319.24
	B	33.48	2,625.77	2,678.29	5,802.96	69,635.54
	C	35.15	2,757.04	2,812.18	6,093.06	73,116.68
	D	36.91	2,894.91	2,952.81	6,397.76	76,773.06
	E	38.76	3,039.63	3,100.42	6,717.58	80,610.92
151	A	32.14	2,520.46	2,570.87	5,570.22	66,842.62
	B	33.74	2,646.46	2,699.39	5,848.68	70,184.14
	C	35.43	2,778.80	2,834.38	6,141.16	73,693.88
	D	37.20	2,917.73	2,976.08	6,448.17	77,378.08
	E	39.06	3,063.62	3,124.89	6,770.60	81,247.14
152	A	32.46	2,546.09	2,597.01	5,626.86	67,522.26
	B	34.09	2,673.40	2,726.87	5,908.22	70,898.62
	C	35.79	2,807.05	2,863.19	6,203.58	74,442.94
	D	37.58	2,947.41	3,006.36	6,513.78	78,165.36
	E	39.46	3,094.77	3,156.67	6,839.45	82,073.42

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RANGE	STEP	HOURLY	BASE	BIWEEKLY	MONTHLY	ANNUAL
153	A	32.78	2,570.79	2,622.21	5,681.46	68,177.46
	B	34.42	2,699.33	2,753.32	5,965.53	71,586.32
	C	36.14	2,834.30	2,890.99	6,263.81	75,165.74
	D	37.94	2,976.01	3,035.53	6,576.98	78,923.78
	E	39.84	3,124.80	3,187.30	6,905.82	82,869.80
154	A	33.08	2,594.50	2,646.39	5,733.85	68,806.14
	B	34.73	2,724.22	2,778.70	6,020.52	72,246.20
	C	36.47	2,860.44	2,917.65	6,321.58	75,858.90
	D	38.29	3,003.45	3,063.52	6,637.63	79,651.52
	E	40.21	3,153.62	3,216.69	6,969.50	83,633.94
155	A	33.41	2,620.23	2,672.63	5,790.70	69,488.38
	B	35.08	2,751.23	2,806.25	6,080.21	72,962.50
	C	36.83	2,888.80	2,946.58	6,384.26	76,611.08
	D	38.67	3,033.26	3,093.93	6,703.52	80,442.18
	E	40.61	3,184.91	3,248.61	7,038.66	84,463.86
156	A	33.72	2,645.00	2,697.90	5,845.45	70,145.40
	B	35.41	2,777.24	2,832.78	6,137.69	73,652.28
	C	37.18	2,916.11	2,974.43	6,444.60	77,335.18
	D	39.04	3,061.91	3,123.15	6,766.83	81,201.90
	E	40.99	3,215.23	3,279.53	7,105.65	85,267.78
157	A	34.04	2,669.46	2,722.85	5,899.51	70,794.10
	B	35.74	2,802.95	2,859.01	6,194.52	74,334.26
	C	37.52	2,943.09	3,001.95	6,504.23	78,050.70
	D	39.40	3,090.23	3,152.03	6,829.40	81,952.78
	E	41.37	3,244.75	3,309.65	7,170.91	86,050.90
158	A	34.34	2,693.17	2,747.03	5,951.90	71,422.78
	B	36.05	2,827.82	2,884.38	6,249.49	74,993.88
	C	37.86	2,969.22	3,028.60	6,561.97	78,743.60
	D	39.75	3,117.69	3,180.04	6,890.09	82,681.04
	E	41.74	3,273.57	3,339.04	7,234.59	86,815.04

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RANGE	STEP	HOURLY	BASE	BIWEEKLY	MONTHLY	ANNUAL
159	A	34.67	2,718.85	2,773.23	6,008.67	72,103.98
	B	36.40	2,854.80	2,911.90	6,309.12	75,709.40
	C	38.22	2,997.54	3,057.49	6,624.56	79,494.74
	D	40.13	3,147.40	3,210.35	6,955.76	83,469.10
	E	42.14	3,304.80	3,370.90	7,303.62	87,643.40
160	A	21.71	1,702.78	1,736.84	3,763.15	45,157.84
	B	22.80	1,787.92	1,823.68	3,951.31	47,415.68
	C	23.94	1,877.32	1,914.87	4,148.89	49,786.62
	D	25.13	1,971.19	2,010.61	4,356.32	52,275.86
	E	26.39	2,069.75	2,111.15	4,574.16	54,889.90
161	A	35.33	2,771.14	2,826.56	6,124.21	73,490.56
	B	37.10	2,909.70	2,967.89	6,430.43	77,165.14
	C	38.95	3,055.17	3,116.27	6,751.92	81,023.02
	D	40.90	3,207.94	3,272.10	7,089.55	85,074.60
	E	42.95	3,368.33	3,435.70	7,444.02	89,328.20
162	A	35.67	2,797.90	2,853.86	6,183.36	74,200.36
	B	37.46	2,937.79	2,996.55	6,492.53	77,910.30
	C	39.33	3,084.69	3,146.38	6,817.16	81,805.88
	D	41.30	3,238.90	3,303.68	7,157.97	85,895.68
	E	43.36	3,400.84	3,468.86	7,515.86	90,190.36
163	A	35.96	2,820.53	2,876.94	6,233.37	74,800.44
	B	37.76	2,961.56	3,020.79	6,545.05	78,540.54
	C	39.65	3,109.65	3,171.84	6,872.32	82,467.84
	D	41.63	3,265.13	3,330.43	7,215.93	86,591.18
	E	43.71	3,428.39	3,496.96	7,576.75	90,920.96
164	A	36.34	2,850.10	2,907.10	6,298.72	75,584.60
	B	38.16	2,992.60	3,052.45	6,613.64	79,363.70
	C	40.06	3,142.24	3,205.08	6,944.34	83,332.08
	D	42.07	3,299.35	3,365.34	7,291.57	87,498.84
	E	44.17	3,464.30	3,533.59	7,656.11	91,873.34

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RANGE	STEP	HOURLY	BASE	BIWEEKLY	MONTHLY	ANNUAL
165	A	36.69	2,877.81	2,935.37	6,359.97	76,319.62
	B	38.53	3,021.69	3,082.12	6,677.93	80,135.12
	C	40.45	3,172.78	3,236.24	7,011.85	84,142.24
	D	42.48	3,331.41	3,398.04	7,362.42	88,349.04
	E	44.60	3,497.99	3,567.95	7,730.56	92,766.70
166	A	37.07	2,907.36	2,965.51	6,425.27	77,103.26
	B	38.92	3,052.73	3,113.78	6,746.52	80,958.28
	C	40.87	3,205.38	3,269.49	7,083.90	85,006.74
	D	42.91	3,365.63	3,432.94	7,438.04	89,256.44
	E	45.06	3,533.92	3,604.60	7,809.97	93,719.60
167	A	37.41	2,934.00	2,992.68	6,484.14	77,809.68
	B	39.28	3,080.70	3,142.31	6,808.34	81,700.06
	C	41.24	3,234.73	3,299.42	7,148.74	85,784.92
	D	43.31	3,396.48	3,464.41	7,506.22	90,074.66
	E	45.47	3,566.29	3,637.62	7,881.51	94,578.12
168	A	37.81	2,965.58	3,024.89	6,553.93	78,647.14
	B	39.70	3,113.83	3,176.11	6,881.57	82,578.86
	C	41.69	3,269.54	3,334.93	7,225.68	86,708.18
	D	43.77	3,433.02	3,501.68	7,586.97	91,043.68
	E	45.96	3,604.67	3,676.76	7,966.31	95,595.76
169	A	38.16	2,993.32	3,053.19	6,615.25	79,382.94
	B	40.07	3,142.99	3,205.85	6,946.01	83,352.10
	C	42.08	3,300.12	3,366.12	7,293.26	87,519.12
	D	44.18	3,465.15	3,534.45	7,657.98	91,895.70
	E	46.39	3,638.40	3,711.17	8,040.87	96,490.42
170	A	38.53	3,021.83	3,082.27	6,678.25	80,139.02
	B	40.45	3,172.93	3,236.39	7,012.18	84,146.14
	C	42.48	3,331.58	3,398.21	7,362.79	88,353.46
	D	44.60	3,498.15	3,568.11	7,730.91	92,770.86
	E	46.83	3,673.06	3,746.52	8,117.46	97,409.52

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RANGE	STEP	HOURLY	BASE	BIWEEKLY	MONTHLY	ANNUAL
171	A	38.97	3,056.34	3,117.47	6,754.52	81,054.22
	B	40.92	3,209.15	3,273.33	7,092.22	85,106.58
	C	42.96	3,369.60	3,436.99	7,446.81	89,361.74
	D	45.11	3,538.10	3,608.86	7,819.20	93,830.36
	E	47.37	3,715.00	3,789.30	8,210.15	98,521.80
				0.00		
				0.00		
172	A	39.33	3,085.07	3,146.77	6,818.00	81,816.02
	B	41.30	3,239.33	3,304.12	7,158.93	85,907.12
	C	43.37	3,401.30	3,469.33	7,516.88	90,202.58
	D	45.53	3,571.35	3,642.78	7,892.69	94,712.28
	E	47.81	3,749.93	3,824.93	8,287.35	99,448.18
173	A	39.74	3,116.59	3,178.92	6,887.66	82,651.92
	B	41.72	3,272.42	3,337.87	7,232.05	86,784.62
	C	43.81	3,436.05	3,504.77	7,593.67	91,124.02
	D	46.00	3,607.83	3,679.99	7,973.31	95,679.74
	E	48.30	3,788.23	3,863.99	8,371.98	100,463.74
174	A	40.13	3,147.13	3,210.07	6,955.15	83,461.82
	B	42.13	3,304.49	3,370.58	7,302.92	87,635.08
	C	44.24	3,469.72	3,539.11	7,668.07	92,016.86
	D	46.45	3,643.20	3,716.06	8,051.46	96,617.56
	E	48.77	3,825.37	3,901.88	8,454.07	101,448.88
175	A	40.52	3,177.78	3,241.34	7,022.90	84,274.84
	B	42.54	3,336.67	3,403.40	7,374.03	88,488.40
	C	44.67	3,503.48	3,573.55	7,742.69	92,912.30
	D	46.90	3,678.69	3,752.26	8,129.90	97,558.76
	E	49.25	3,862.59	3,939.84	8,536.32	102,435.84
176	A	40.92	3,209.39	3,273.58	7,092.76	85,113.08
	B	42.97	3,369.87	3,437.27	7,447.42	89,369.02
	C	45.11	3,538.36	3,609.13	7,819.78	93,837.38
	D	47.37	3,715.27	3,789.58	8,210.76	98,529.08
	E	49.74	3,901.03	3,979.05	8,621.28	103,455.30

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RANGE	STEP	HOURLY	BASE	BIWEEKLY	MONTHLY	ANNUAL
177	A	41.36	3,243.91	3,308.79	7,169.05	86,028.54
	B	43.43	3,406.09	3,474.21	7,527.46	90,329.46
	C	45.60	3,576.40	3,647.93	7,903.85	94,846.18
	D	47.88	3,755.20	3,830.30	8,298.98	99,587.80
	E	50.27	3,942.99	4,021.85	8,714.01	104,568.10
178	A	41.76	3,275.52	3,341.03	7,238.90	86,866.78
	B	43.85	3,439.30	3,508.09	7,600.86	91,210.34
	C	46.04	3,611.26	3,683.49	7,980.90	95,770.74
	D	48.35	3,791.83	3,867.67	8,379.95	100,559.42
	E	50.76	3,981.42	4,061.05	8,798.94	105,587.30
179	A	42.19	3,308.96	3,375.14	7,312.80	87,753.64
	B	44.30	3,474.42	3,543.91	7,678.47	92,141.66
	C	46.51	3,648.14	3,721.10	8,062.38	96,748.60
	D	48.84	3,830.54	3,907.15	8,465.49	101,585.90
	E	51.28	4,022.06	4,102.50	8,888.75	106,665.00
180	A	42.58	3,339.59	3,406.38	7,380.49	88,565.88
	B	44.71	3,506.56	3,576.69	7,749.50	92,993.94
	C	46.94	3,681.90	3,755.54	8,137.00	97,644.04
	D	49.29	3,865.99	3,943.31	8,543.84	102,526.06
	E	51.76	4,059.29	4,140.48	8,971.04	107,652.48
181	A	43.02	3,374.07	3,441.55	7,456.69	89,480.30
	B	45.17	3,542.78	3,613.64	7,829.55	93,954.64
	C	47.43	3,719.93	3,794.33	8,221.05	98,652.58
	D	49.80	3,905.91	3,984.03	8,632.07	103,584.78
	E	52.29	4,101.20	4,183.22	9,063.64	108,763.72
182	A	43.47	3,409.64	3,477.83	7,535.30	90,423.58
	B	45.65	3,580.14	3,651.74	7,912.10	94,945.24
	C	47.93	3,759.13	3,834.31	8,307.67	99,692.06
	D	50.33	3,947.09	4,026.03	8,723.07	104,676.78
	E	52.84	4,144.44	4,227.33	9,159.22	109,910.58

CITY OF NATIONAL CITY
MUNICIPAL EMPLOYEES' ASSOCIATION SALARY SCHEDULE
Fiscal Year 2016-2017

Exhibit B

RANGE	STEP	HOURLY	BASE	BIWEEKLY	MONTHLY	ANNUAL
183	A	43.89	3,442.26	3,511.11	7,607.41	91,288.86
	B	46.08	3,614.39	3,686.68	7,987.81	95,853.68
	C	48.39	3,795.10	3,871.00	8,387.17	100,646.00
	D	50.81	3,984.86	4,064.56	8,806.55	105,678.56
	E	53.35	4,184.09	4,267.77	9,246.84	110,962.02
184	A	44.34	3,477.70	3,547.25	7,685.71	92,228.50
	B	46.56	3,651.58	3,724.61	8,069.99	96,839.86
	C	48.89	3,834.16	3,910.84	8,473.49	101,681.84
	D	51.33	4,025.89	4,106.41	8,897.22	106,766.66
	E	53.90	4,227.17	4,311.71	9,342.04	112,104.46
185	A	44.78	3,512.30	3,582.55	7,762.19	93,146.30
	B	47.02	3,687.93	3,761.69	8,150.33	97,803.94
	C	49.37	3,872.34	3,949.79	8,557.88	102,694.54
	D	51.84	4,065.94	4,147.26	8,985.73	107,828.76
	E	54.43	4,269.25	4,354.64	9,435.05	113,220.64
186	A	45.26	3,549.80	3,620.80	7,845.07	94,140.80
	B	47.52	3,727.29	3,801.84	8,237.32	98,847.84
	C	49.90	3,913.66	3,991.93	8,649.18	103,790.18
	D	52.39	4,109.35	4,191.54	9,081.67	108,980.04
	E	55.01	4,314.79	4,401.09	9,535.70	114,428.34
187	A	45.68	3,582.43	3,654.08	7,917.17	95,006.08
	B	47.96	3,761.55	3,836.78	8,313.02	99,756.28
	C	50.36	3,949.62	4,028.61	8,728.66	104,743.86
	D	52.88	4,147.11	4,230.05	9,165.11	109,981.30
	E	55.52	4,354.45	4,441.54	9,623.34	115,480.04
188	A	46.14	3,618.83	3,691.21	7,997.62	95,971.46
	B	48.45	3,799.79	3,875.79	8,397.55	100,770.54
	C	50.87	3,989.77	4,069.57	8,817.40	105,808.82
	D	53.41	4,189.25	4,273.04	9,258.25	111,099.04
	E	56.08	4,398.73	4,486.70	9,721.18	116,654.20

CITY OF NATIONAL CITY
MUNICIPAL EMPLOYEES' ASSOCIATION SALARY SCHEDULE
Fiscal Year 2016-2017

Exhibit B

RANGE	STEP	HOURLY	BASE	BIWEEKLY	MONTHLY	ANNUAL
189	A	46.63	3,657.39	3,730.54	8,082.84	96,994.04
	B	48.96	3,840.26	3,917.07	8,486.99	101,843.82
	C	51.41	4,032.27	4,112.92	8,911.33	106,935.92
	D	53.98	4,233.89	4,318.57	9,356.90	112,282.82
	E	56.68	4,445.57	4,534.48	9,824.71	117,896.48
190	A	47.06	3,690.96	3,764.78	8,157.02	97,884.28
	B	49.41	3,875.51	3,953.02	8,564.88	102,778.52
	C	51.88	4,069.27	4,150.66	8,993.10	107,917.16
	D	54.48	4,272.73	4,358.18	9,442.72	113,312.68
	E	57.20	4,486.39	4,576.12	9,914.93	118,979.12
191	A	47.53	3,727.47	3,802.02	8,237.71	98,852.52
	B	49.90	3,913.82	3,992.10	8,649.55	103,794.60
	C	52.40	4,109.51	4,191.70	9,082.02	108,984.20
	D	55.02	4,315.00	4,401.30	9,536.15	114,433.80
	E	57.77	4,530.74	4,621.35	10,012.93	120,155.10
192	A	48.02	3,766.01	3,841.33	8,322.88	99,874.58
	B	50.42	3,954.30	4,033.39	8,739.01	104,868.14
	C	52.94	4,152.02	4,235.06	9,175.96	110,111.56
	D	55.59	4,359.63	4,446.82	9,634.78	115,617.32
	E	58.36	4,577.60	4,669.15	10,116.49	121,397.90
193	A	48.51	3,804.48	3,880.57	8,407.90	100,894.82
	B	50.93	3,994.71	4,074.60	8,828.30	105,939.60
	C	53.48	4,194.45	4,278.34	9,269.74	111,236.84
	D	56.15	4,404.18	4,492.26	9,733.23	116,798.76
	E	58.96	4,624.37	4,716.86	10,219.86	122,638.36
194	A	49.00	3,842.91	3,919.77	8,492.84	101,914.02
	B	51.45	4,035.07	4,115.77	8,917.50	107,010.02
	C	54.02	4,236.82	4,321.56	9,363.38	112,360.56
	D	56.72	4,448.65	4,537.62	9,831.51	117,978.12
	E	59.56	4,671.08	4,764.50	10,323.08	123,877.00

CITY OF NATIONAL CITY
MUNICIPAL EMPLOYEES' ASSOCIATION SALARY SCHEDULE
Fiscal Year 2016-2017

Exhibit B

RANGE	STEP	HOURLY	BASE	BIWEEKLY	MONTHLY	ANNUAL
195	A	49.46	3,879.40	3,956.99	8,573.48	102,881.74
	B	51.94	4,073.36	4,154.83	9,002.13	108,025.58
	C	54.53	4,277.05	4,362.59	9,452.28	113,427.34
	D	57.26	4,490.89	4,580.71	9,924.87	119,098.46
	E	60.12	4,715.44	4,809.75	10,421.13	125,053.50
196	A	49.95	3,917.88	3,996.24	8,658.52	103,902.24
	B	52.45	4,113.77	4,196.05	9,091.44	109,097.30
	C	55.07	4,319.47	4,405.86	9,546.03	114,552.36
	D	57.83	4,535.44	4,626.15	10,023.33	120,279.90
	E	60.72	4,762.22	4,857.46	10,524.50	126,293.96
197	A	50.47	3,958.50	4,037.67	8,748.29	104,979.42
	B	52.99	4,156.42	4,239.55	9,185.69	110,228.30
	C	55.64	4,364.25	4,451.54	9,645.00	115,740.04
	D	58.43	4,582.44	4,674.09	10,127.20	121,526.34
	E	61.35	4,811.56	4,907.79	10,633.55	127,602.54
198	A	50.95	3,995.94	4,075.86	8,831.03	105,972.36
	B	53.50	4,195.72	4,279.63	9,272.53	111,270.38
	C	56.17	4,405.52	4,493.63	9,736.20	116,834.38
	D	58.98	4,625.79	4,718.31	10,223.01	122,676.06
	E	61.93	4,857.08	4,954.22	10,734.14	128,809.72
199	A	51.48	4,037.34	4,118.09	8,922.53	107,070.34
	B	54.05	4,239.20	4,323.98	9,368.62	112,423.48
	C	56.75	4,451.17	4,540.19	9,837.08	118,044.94
	D	59.59	4,673.72	4,767.19	10,328.91	123,946.94
	E	62.57	4,907.40	5,005.55	10,845.36	130,144.30
200	A	51.99	4,077.83	4,159.39	9,012.01	108,144.14
	B	54.59	4,281.73	4,367.36	9,462.61	113,551.36
	C	57.32	4,495.82	4,585.74	9,935.77	119,229.24
	D	60.19	4,720.60	4,815.01	10,432.52	125,190.26
	E	63.20	4,956.63	5,055.76	10,954.15	131,449.76

CITY OF NATIONAL CITY
MUNICIPAL EMPLOYEES' ASSOCIATION SALARY SCHEDULE
Fiscal Year 2016-2017

Exhibit B

RANGE	STEP	HOURLY	BASE	BIWEEKLY	MONTHLY	ANNUAL
201	A	52.52	4,119.19	4,201.57	9,103.40	109,240.82
	B	55.15	4,325.13	4,411.63	9,558.53	114,702.38
	C	57.90	4,541.39	4,632.22	10,036.48	120,437.72
	D	60.80	4,768.47	4,863.84	10,538.32	126,459.84
	E	63.84	5,006.88	5,107.02	11,065.21	132,782.52
202	A	53.06	4,161.60	4,244.83	9,197.13	110,365.58
	B	55.71	4,369.68	4,457.07	9,656.99	115,883.82
	C	58.50	4,588.17	4,679.93	10,139.85	121,678.18
	D	61.42	4,817.57	4,913.92	10,646.83	127,761.92
	E	64.50	5,058.46	5,159.63	11,179.20	134,150.38
203	A	53.54	4,199.27	4,283.26	9,280.40	111,364.76
	B	56.22	4,409.23	4,497.41	9,744.39	116,932.66
	C	59.03	4,629.70	4,722.29	10,231.63	122,779.54
	D	61.98	4,861.19	4,958.41	10,743.22	128,918.66
	E	65.08	5,104.24	5,206.32	11,280.36	135,364.32
204	A	54.09	4,242.64	4,327.49	9,376.23	112,514.74
	B	56.80	4,454.77	4,543.87	9,845.05	118,140.62
	C	59.64	4,677.50	4,771.05	10,337.28	124,047.30
	D	62.62	4,911.38	5,009.61	10,854.16	130,249.86
	E	65.75	5,156.95	5,260.09	11,396.86	136,762.34
205	A	54.65	4,286.04	4,371.76	9,472.15	113,665.76
	B	57.38	4,500.34	4,590.35	9,945.76	119,349.10
	C	60.25	4,725.36	4,819.87	10,443.05	125,316.62
	D	63.26	4,961.65	5,060.88	10,965.24	131,582.88
	E	66.42	5,209.71	5,313.90	11,513.45	138,161.40
206	A	55.19	4,328.47	4,415.04	9,565.92	114,791.04
	B	57.95	4,544.89	4,635.79	10,044.21	120,530.54
	C	60.84	4,772.14	4,867.58	10,546.42	126,557.08
	D	63.89	5,010.75	5,110.97	11,073.77	132,885.22
	E	67.08	5,261.28	5,366.51	11,627.44	139,529.26

CITY OF NATIONAL CITY
MUNICIPAL EMPLOYEES' ASSOCIATION SALARY SCHEDULE
Fiscal Year 2016-2017

Exhibit B

RANGE	STEP	HOURLY	BASE	BIWEEKLY	MONTHLY	ANNUAL
207	A	55.75	4,372.82	4,460.28	9,663.94	115,967.28
	B	58.54	4,591.44	4,683.27	10,147.09	121,765.02
	C	61.47	4,821.03	4,917.45	10,654.48	127,853.70
	D	64.54	5,062.07	5,163.31	11,187.17	134,246.06
	E	67.77	5,315.18	5,421.48	11,746.54	140,958.48
208	A	56.33	4,418.15	4,506.51	9,764.11	117,169.26
	B	59.15	4,639.07	4,731.85	10,252.34	123,028.10
	C	62.11	4,871.01	4,968.43	10,764.93	129,179.18
	D	65.21	5,114.56	5,216.85	11,303.18	135,638.10
	E	68.47	5,370.29	5,477.70	11,868.35	142,420.20



MEA RANGE ADJUSTMENTS
Effective July 5, 2016

Job Classification	Salary Range	NEW Salary Range
Accountant	114	121
Accountant Trainee	96	103
Accounting Assistant	76	83
Administrative Secretary	87	92
Administrative Technician	95	102
Assistant Engineer-Civil	143	146
Assistant Planner	119	124
Assistant Tree Trimmer	82	89
Associate Engineer-Civil	156	159
Associate Planner	130	135
Building Inspector	123	128
Building Inspector/Plan Checker	133	138
Building Trades Specialist	102	105
Buyer	92	099
Civil Engineering Technician	108	114
Community Development Spec I	119	124
Community Development Spec II	130	135
Community Services Officer	73	080
Construction Inspector	118	123
Crime Analyst	120	125
Custodian	56	059
Electrician	102	108



MEA RANGE ADJUSTMENTS

Effective July 5, 2016

Job Classification	Salary Range	NEW Salary Range
Equipment Mechanic	105	110
Equipment Operator	98	101
Executive Chef	81	084
Executive Secretary	101	108
Fire Inspector	123	128
Graffiti Removal Assistant	76	082
Graffiti Removal Technician	98	101
Housing Inspector I	113	116
Housing Inspector II	123	126
Housing Specialist	116	122
Junior Engineer - Civil	126	129
Lead Equipment Mechanic	115	120
Lead Tree Trimmer	93	100
Library Technician	88	093
Maintenance Worker	76	082
Management Analyst Trainee	101	108
Office Assistant	53	56
Park Caretaker	74	080
Park Equipment Operator	98	101
Park Supervisor	109	116
Parking Regulations Officer	83	085
Permit Technician	86	092



MEA RANGE ADJUSTMENTS
Effective July 5, 2016

Job Classification	Salary Range	NEW Salary Range
Planning Technician	98	104
Plans Examiner	139	144
Police Dispatcher	113	119
Police Investigator	123	128
Police Records Clerk	63	069
Police Records Supervisor	120	123
Property Agent	130	136
Purchasing Clerk	76	83
Recreation Center Supervisor	95	100
Senior Accounting Assistant	92	99
Senior Building Inspector	133	138
Senior Civil Engineering Tech	123	125
Senior Construction Inspector	133	138
Senior Equipment Operator	110	113
Senior Housing Specialist	126	132
Senior Office Assistant	63	069
Senior Park Caretaker	82	088
Senior Traffic Painter	98	101
Sous Chef	63	066
STOP Grant Office Coordinator	87	92
Storm Water Complinance Inspector	123	125
Street Sweeper Operator	98	101



MEA RANGE ADJUSTMENTS
Effective July 5, 2016

Job Classification	Salary Range	NEW Salary Range
Supervising Custodian	67	071
Traffic Painter	86	089
Training Coordinator	74	077
Tree Trimmer	87	094

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City approving a salary schedule for the Police Officers Association employee group for Fiscal Year 2016-2017 in compliance with the requirements of the California Public Employees Retirement System (

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: June 21, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City approving a salary schedule for the Police Officers' Association employee group for Fiscal Year 2016-2017 in compliance with the requirements of the California Public Employee's Retirement System (CalPERS)

PREPARED BY: Stacey Stevenson

DEPARTMENT: Human Resources

PHONE: 336-4308

APPROVED BY:



EXPLANATION:

All employees of the City of National City receive a rate of pay within the established salary range for the job classification into which the employee has been hired. The purpose of this item is to establish the Fiscal Year 2016-2017 salary schedule for classifications represented by the Police Officers' Association (POA).

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

There is no fiscal impact associated with this action. Personnel costs for employees represented by the POA are incorporated in the City of National City General Fund budget adopted by the City Council at its meeting of June 7, 2016.

ENVIRONMENTAL REVIEW:

This is not a project and is therefore not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt the resolution approving the Fiscal Year 2017 compensation plan for the Police Officers' Association employee group

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Resolution
Police Officers' Association Salary Schedule

CITY OF NATIONAL CITY
POLICE OFFICERS' ASSOCIATION SALARY SCHEDULE
Fiscal Year 2016-2017

Exhibit A

RANGE	DESCRIPTION	STEP A	STEP B	STEP C	STEP D	STEP E
POLICE LIEUTENANT						
P148	BI-WEEKLY	4,257.13	4,469.99	4,693.48	4,928.16	5,174.56
	ANNUAL	110,685.38	116,219.74	122,030.48	128,132.16	134,538.56
	MONTHLY	9,223.78	9,684.98	10,169.21	10,677.68	11,211.55
	40/HR WEEK	53.21	55.87	58.67	61.60	64.68
POLICE SERGEANT						
P136	BI-WEEKLY	3,386.03	3,555.33	3,733.09	3,919.74	4,115.73
	ANNUAL	88,036.78	92,438.58	97,060.34	101,913.24	107,008.98
	MONTHLY	7,336.40	7,703.22	8,088.36	8,492.77	8,917.42
	40/HR WEEK	42.33	44.44	46.66	49.00	51.45
CORPORAL						
P122	BI-WEEKLY					3,473.60
	ANNUAL					90,313.60
	MONTHLY					7,526.12
	40/HR WEEK					43.42
POLICE OFFICER						
P121	BI-WEEKLY	2,590.52	2,720.06	3,000.63	3,150.65	3,308.19
	ANNUAL	67,353.52	70,721.56	78,016.38	81,916.90	86,012.94
	MONTHLY	5,612.79	5,893.46	6,501.37	6,826.41	7,167.75
	40/HR WEEK	32.38	34.00	37.51	39.38	41.35
POLICE RECRUIT						
P119	BI-WEEKLY	1,992.41	2,092.02	2,307.79	2,423.19	2,544.34
	ANNUAL	51,802.66	54,392.52	60,002.54	63,002.94	66,152.84
	MONTHLY	4,316.89	4,532.71	5,000.21	5,250.25	5,512.74
	40/HR WEEK	24.91	26.15	28.85	30.29	31.80
ANIMAL CONTROL OFFICER						
P094	BI-WEEKLY	1,731.66	1,818.25	1,909.16	2,004.61	2,104.85
	ANNUAL	45,023.16	47,274.50	49,638.16	52,119.86	54,726.10
	MONTHLY	3,751.93	3,939.54	4,136.51	4,343.32	4,560.51
	40/HR WEEK	21.65	22.73	23.86	25.06	26.31
SENIOR POLICE DISPATCHER						
P112	BI-WEEKLY	2,379.39	2,498.36	2,623.28	2,754.45	2,892.16
	ANNUAL	61,864.14	64,957.36	68,205.28	71,615.70	75,196.16
	MONTHLY	5,155.35	5,413.11	5,683.77	5,967.98	6,266.35
	40/HR WEEK	29.74	31.23	32.79	34.43	36.15

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City approving a salary schedule for the Part-Time and Seasonal employee group for Fiscal Year 2016-2017 in compliance with the requirement of the California Public Employees Retirement System (CalPER

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: June 21, 2016

AGENDA ITEM NO. |

ITEM TITLE:

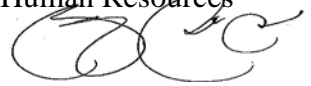
Resolution of the City Council of the City of National City approving a salary schedule for the Part-Time and Seasonal employee group for Fiscal Year 2016-2017 in compliance with the requirement of the California Public Employees' Retirement System (CalPERS)

PREPARED BY: Stacey Stevenson

PHONE: 336-4308

DEPARTMENT: Human Resources

APPROVED BY:



EXPLANATION:

All employees of the City of National City receive a rate of pay within the established salary range for the job classification into which the employee has been hired. The purpose of this item is to establish the Fiscal Year 2016-2017 salary schedule for classifications within the Part-Time and Seasonal employee group.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

There is no fiscal impact associated with this action. Personnel costs for Part-Time and Seasonal employee group are incorporated in the City of National City General Fund budget adopted by the City Council its meeting of June 7, 2017.

ENVIRONMENTAL REVIEW:

This is not a project and is therefore not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt the resolution approving the Fiscal Year 2017 compensation plan for the Part-Time and Seasonal employee group.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Resolution
Part-Time and Seasonal Employee Salary Schedule

PART-TIME and SEASONAL EMPLOYEE GROUP SALARY SCHEDULE
Fiscal Year 2016-2017

POSITION TITLE	SALARY RANGE	HOURLY SALARY
Aquatics Manager	pt086	\$12.04 – \$14.64
Cashier	pt042	\$8.27 – \$10.05
Dishwasher	pt042	\$8.27 – \$10.05
Equipment Service Trainee	pt057	\$9.37 – \$11.39
Food Services Worker	pt053	\$9.03 – \$10.98
Home Delivered Meals Driver	pt059	\$9.52 – \$11.58
Kitchen Aide	pt042	\$8.27 – \$10.05
Librarian	pt160	\$23.87 – \$29.01
Library Assistant	pt099	\$13.92 – \$16.92
Library Clerk (Grant Funded)	pt066	\$10.11 – \$12.30
Library Technician	pt124	\$17.27 – \$20.99
Lifeguard/Swim Instructor	pt064	\$9.94 – \$12.09
Management Intern (Graduate)	N/A	\$16.00
Management Intern (Undergraduate)	N/A	\$13.00
Office Aide	pt065	\$10.03 – \$12.19
Police Cadet	pt047	\$8.59 – \$10.44

PART-TIME and SEASONAL EMPLOYEE GROUP SALARY SCHEDULE
Fiscal Year 2016-2017

POSITION TITLE	SALARY RANGE	HOURLY SALARY
Police Dispatcher	pt160	\$23.87 – \$29.01
Police Records Clerk	pt099	\$13.92 – \$16.92
Property & Evidence Specialist I	pt132	\$18.50 – \$22.49
Recreation Aide	pt042	\$8.27 – \$10.05
Recreation Leader I	pt045	\$8.48 – \$10.31
Recreation Leader II	pt054	\$9.10 – \$11.07
Recreation Leader III	pt064	\$9.94 – \$12.09
Recreation Specialist	pt059	\$9.52 – \$11.58
Seasonal Park Aide	pt080	\$11.42 – \$13.88
Senior Library Technician	pt129	\$18.07 – \$21.97
Senior Lifeguard	pt075	\$10.93 – \$13.28
Stock Clerk/Storekeeper	pt059	\$9.52 – \$11.58
Student Worker	pt047	\$8.59 – \$10.44

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Exhibit B

RANGE	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
pt001	A	5.94	475.20	1,029.60	12,355.20
	B	6.24	499.20	1,081.60	12,979.20
	C	6.55	524.00	1,135.33	13,624.00
	D	6.88	550.40	1,192.53	14,310.40
	E	7.22	577.60	1,251.47	15,017.60
pt002	A	6.00	480.00	1,040.00	12,480.00
	B	6.30	504.00	1,092.00	13,104.00
	C	6.62	529.60	1,147.47	13,769.60
	D	6.94	555.20	1,202.93	14,435.20
	E	7.29	583.20	1,263.60	15,163.20
pt003	A	6.05	484.00	1,048.67	12,584.00
	B	6.35	508.00	1,100.67	13,208.00
	C	6.67	533.60	1,156.13	13,873.60
	D	7.00	560.00	1,213.33	14,560.00
	E	7.35	588.00	1,274.00	15,288.00
pt004	A	6.09	487.20	1,055.60	12,667.20
	B	6.39	511.20	1,107.60	13,291.20
	C	6.71	536.80	1,163.07	13,956.80
	D	7.05	564.00	1,222.00	14,664.00
	E	7.40	592.00	1,282.67	15,392.00
pt005	A	6.11	488.80	1,059.07	12,708.80
	B	6.42	513.60	1,112.80	13,353.60
	C	6.74	539.20	1,168.27	14,019.20
	D	7.08	566.40	1,227.20	14,726.40
	E	7.43	594.40	1,287.87	15,454.40
pt006	A	6.15	492.00	1,066.00	12,792.00
	B	6.47	517.60	1,121.47	13,457.60
	C	6.78	542.40	1,175.20	14,102.40
	D	7.13	570.40	1,235.87	14,830.40
	E	7.49	599.20	1,298.27	15,579.20

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Exhibit B

RANGE	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
pt007	A	6.20	496.00	1,074.67	12,896.00
	B	6.51	520.80	1,128.40	13,540.80
	C	6.84	547.20	1,185.60	14,227.20
	D	7.17	573.60	1,242.80	14,913.60
	E	7.54	603.20	1,306.93	15,683.20
pt008	A	6.25	500.00	1,083.33	13,000.00
	B	6.56	524.80	1,137.07	13,644.80
	C	6.89	551.20	1,194.27	14,331.20
	D	7.23	578.40	1,253.20	15,038.40
	E	7.60	608.00	1,317.33	15,808.00
pt009	A	6.31	504.80	1,093.73	13,124.80
	B	6.63	530.40	1,149.20	13,790.40
	C	6.95	556.00	1,204.67	14,456.00
	D	7.31	584.80	1,267.07	15,204.80
	E	7.67	613.60	1,329.47	15,953.60
pt010	A	6.37	509.60	1,104.13	13,249.60
	B	6.69	535.20	1,159.60	13,915.20
	C	7.02	561.60	1,216.80	14,601.60
	D	7.37	589.60	1,277.47	15,329.60
	E	7.74	619.20	1,341.60	16,099.20
pt011	A	6.42	513.60	1,112.80	13,353.60
	B	6.73	538.40	1,166.53	13,998.40
	C	7.07	565.60	1,225.47	14,705.60
	D	7.42	593.60	1,286.13	15,433.60
	E	7.79	623.20	1,350.27	16,203.20
pt012	A	6.48	518.40	1,123.20	13,478.40
	B	6.80	544.00	1,178.67	14,144.00
	C	7.14	571.20	1,237.60	14,851.20
	D	7.50	600.00	1,300.00	15,600.00
	E	7.88	630.40	1,365.87	16,390.40

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RANGE	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
pt013	A	6.53	522.40	1,131.87	13,582.40
	B	6.86	548.80	1,189.07	14,268.80
	C	7.20	576.00	1,248.00	14,976.00
	D	7.56	604.80	1,310.40	15,724.80
	E	7.94	635.20	1,376.27	16,515.20
pt014	A	6.56	524.80	1,137.07	13,644.80
	B	6.89	551.20	1,194.27	14,331.20
	C	7.23	578.40	1,253.20	15,038.40
	D	7.60	608.00	1,317.33	15,808.00
	E	7.98	638.40	1,383.20	16,598.40
pt015	A	6.60	528.00	1,144.00	13,728.00
	B	6.94	555.20	1,202.93	14,435.20
	C	7.29	583.20	1,263.60	15,163.20
	D	7.64	611.20	1,324.27	15,891.20
	E	8.03	642.40	1,391.87	16,702.40
pt016	A	6.70	536.00	1,161.33	13,936.00
	B	7.04	563.20	1,220.27	14,643.20
	C	7.38	590.40	1,279.20	15,350.40
	D	7.76	620.80	1,345.07	16,140.80
	E	8.15	652.00	1,412.67	16,952.00
pt017	A	6.75	540.00	1,170.00	14,040.00
	B	7.09	567.20	1,228.93	14,747.20
	C	7.44	595.20	1,289.60	15,475.20
	D	7.81	624.80	1,353.73	16,244.80
	E	8.21	656.80	1,423.07	17,076.80
pt018	A	6.81	544.80	1,180.40	14,164.80
	B	7.15	572.00	1,239.33	14,872.00
	C	7.51	600.80	1,301.73	15,620.80
	D	7.89	631.20	1,367.60	16,411.20
	E	8.27	661.60	1,433.47	17,201.60

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RANGE	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
pt019	A	6.88	550.40	1,192.53	14,310.40
	B	7.22	577.60	1,251.47	15,017.60
	C	7.58	606.40	1,313.87	15,766.40
	D	7.96	636.80	1,379.73	16,556.80
	E	8.36	668.80	1,449.07	17,388.80
pt020	A	6.91	552.80	1,197.73	14,372.80
	B	7.26	580.80	1,258.40	15,100.80
	C	7.62	609.60	1,320.80	15,849.60
	D	8.00	640.00	1,386.67	16,640.00
	E	8.40	672.00	1,456.00	17,472.00
pt021	A	6.97	557.60	1,208.13	14,497.60
	B	7.32	585.60	1,268.80	15,225.60
	C	7.69	615.20	1,332.93	15,995.20
	D	8.07	645.60	1,398.80	16,785.60
	E	8.47	677.60	1,468.13	17,617.60
pt022	A	7.01	560.80	1,215.07	14,580.80
	B	7.36	588.80	1,275.73	15,308.80
	C	7.73	618.40	1,339.87	16,078.40
	D	8.12	649.60	1,407.47	16,889.60
	E	8.53	682.40	1,478.53	17,742.40
pt023	A	7.08	566.40	1,227.20	14,726.40
	B	7.42	593.60	1,286.13	15,433.60
	C	7.80	624.00	1,352.00	16,224.00
	D	8.19	655.20	1,419.60	17,035.20
	E	8.60	688.00	1,490.67	17,888.00
pt024	A	7.13	570.40	1,235.87	14,830.40
	B	7.49	599.20	1,298.27	15,579.20
	C	7.86	628.80	1,362.40	16,348.80
	D	8.25	660.00	1,430.00	17,160.00
	E	8.67	693.60	1,502.80	18,033.60

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RANGE	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
pt025	A	7.19	575.20	1,246.27	14,955.20
	B	7.55	604.00	1,308.67	15,704.00
	C	7.93	634.40	1,374.53	16,494.40
	D	8.33	666.40	1,443.87	17,326.40
	E	8.75	700.00	1,516.67	18,200.00
pt026	A	7.26	580.80	1,258.40	15,100.80
	B	7.62	609.60	1,320.80	15,849.60
	C	8.00	640.00	1,386.67	16,640.00
	D	8.40	672.00	1,456.00	17,472.00
	E	8.83	706.40	1,530.53	18,366.40
pt027	A	7.30	584.00	1,265.33	15,184.00
	B	7.67	613.60	1,329.47	15,953.60
	C	8.05	644.00	1,395.33	16,744.00
	D	8.45	676.00	1,464.67	17,576.00
	E	8.87	709.60	1,537.47	18,449.60
pt028	A	7.36	588.80	1,275.73	15,308.80
	B	7.73	618.40	1,339.87	16,078.40
	C	8.12	649.60	1,407.47	16,889.60
	D	8.53	682.40	1,478.53	17,742.40
	E	8.95	716.00	1,551.33	18,616.00
pt029	A	7.41	592.80	1,284.40	15,412.80
	B	7.78	622.40	1,348.53	16,182.40
	C	8.17	653.60	1,416.13	16,993.60
	D	8.58	686.40	1,487.20	17,846.40
	E	9.01	720.80	1,561.73	18,740.80
pt030	A	7.46	596.80	1,293.07	15,516.80
	B	7.86	628.80	1,362.40	16,348.80
	C	8.22	657.60	1,424.80	17,097.60
	D	8.63	690.40	1,495.87	17,950.40
	E	9.06	724.80	1,570.40	18,844.80

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RANGE	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
pt031	A	7.52	601.60	1,303.47	15,641.60
	B	7.90	632.00	1,369.33	16,432.00
	C	8.30	664.00	1,438.67	17,264.00
	D	8.70	696.00	1,508.00	18,096.00
	E	9.15	732.00	1,586.00	19,032.00
pt032	A	7.60	608.00	1,317.33	15,808.00
	B	7.98	638.40	1,383.20	16,598.40
	C	8.38	670.40	1,452.53	17,430.40
	D	8.80	704.00	1,525.33	18,304.00
	E	9.24	739.20	1,601.60	19,219.20
pt033	A	7.64	611.20	1,324.27	15,891.20
	B	8.02	641.60	1,390.13	16,681.60
	C	8.43	674.40	1,461.20	17,534.40
	D	8.85	708.00	1,534.00	18,408.00
	E	9.29	743.20	1,610.27	19,323.20
pt034	A	7.71	616.80	1,336.40	16,036.80
	B	8.10	648.00	1,404.00	16,848.00
	C	8.51	680.80	1,475.07	17,700.80
	D	8.93	714.40	1,547.87	18,574.40
	E	9.38	750.40	1,625.87	19,510.40
pt035	A	7.78	622.40	1,348.53	16,182.40
	B	8.17	653.60	1,416.13	16,993.60
	C	8.58	686.40	1,487.20	17,846.40
	D	9.01	720.80	1,561.73	18,740.80
	E	9.46	756.80	1,639.73	19,676.80
pt036	A	7.83	626.40	1,357.20	16,286.40
	B	8.23	658.40	1,426.53	17,118.40
	C	8.64	691.20	1,497.60	17,971.20
	D	9.07	725.60	1,572.13	18,865.60
	E	9.52	761.60	1,650.13	19,801.60

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RANGE	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
pt037	A	7.93	634.40	1,374.53	16,494.40
	B	8.33	666.40	1,443.87	17,326.40
	C	8.75	700.00	1,516.67	18,200.00
	D	9.18	734.40	1,591.20	19,094.40
	E	9.64	771.20	1,670.93	20,051.20
pt038	A	7.97	637.60	1,381.47	16,577.60
	B	8.37	669.60	1,450.80	17,409.60
	C	8.79	703.20	1,523.60	18,283.20
	D	9.23	738.40	1,599.87	19,198.40
	E	9.69	775.20	1,679.60	20,155.20
pt039	A	8.05	644.00	1,395.33	16,744.00
	B	8.46	676.80	1,466.40	17,596.80
	C	8.88	710.40	1,539.20	18,470.40
	D	9.32	745.60	1,615.47	19,385.60
	E	9.80	784.00	1,698.67	20,384.00
pt040	A	8.12	649.60	1,407.47	16,889.60
	B	8.53	682.40	1,478.53	17,742.40
	C	8.95	716.00	1,551.33	18,616.00
	D	9.40	752.00	1,629.33	19,552.00
	E	9.87	789.60	1,710.80	20,529.60
pt041	A	8.18	654.40	1,417.87	17,014.40
	B	8.59	687.20	1,488.93	17,867.20
	C	9.02	721.60	1,563.47	18,761.60
	D	9.47	757.60	1,641.47	19,697.60
	E	9.94	795.20	1,722.93	20,675.20
pt042	A	8.27	661.60	1,433.47	17,201.60
	B	8.68	694.40	1,504.53	18,054.40
	C	9.11	728.80	1,579.07	18,948.80
	D	9.58	766.40	1,660.53	19,926.40
	E	10.05	804.00	1,742.00	20,904.00

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RANGE	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
pt043	A	8.35	668.00	1,447.33	17,368.00
	B	8.77	701.60	1,520.13	18,241.60
	C	9.20	736.00	1,594.67	19,136.00
	D	9.66	772.80	1,674.40	20,092.80
	E	10.14	811.20	1,757.60	21,091.20
pt044	A	8.39	671.20	1,454.27	17,451.20
	B	8.81	704.80	1,527.07	18,324.80
	C	9.25	740.00	1,603.33	19,240.00
	D	9.71	776.80	1,683.07	20,196.80
	E	10.20	816.00	1,768.00	21,216.00
pt045	A	8.48	678.40	1,469.87	17,638.40
	B	8.90	712.00	1,542.67	18,512.00
	C	9.36	748.80	1,622.40	19,468.80
	D	9.82	785.60	1,702.13	20,425.60
	E	10.31	824.80	1,787.07	21,444.80
pt046	A	8.55	684.00	1,482.00	17,784.00
	B	8.97	717.60	1,554.80	18,657.60
	C	9.42	753.60	1,632.80	19,593.60
	D	9.89	791.20	1,714.27	20,571.20
	E	10.38	830.40	1,799.20	21,590.40
pt047	A	8.59	687.20	1,488.93	17,867.20
	B	9.02	721.60	1,563.47	18,761.60
	C	9.46	756.80	1,639.73	19,676.80
	D	9.94	795.20	1,722.93	20,675.20
	E	10.44	835.20	1,809.60	21,715.20
pt048	A	8.68	694.40	1,504.53	18,054.40
	B	9.12	729.60	1,580.80	18,969.60
	C	9.58	766.40	1,660.53	19,926.40
	D	10.06	804.80	1,743.73	20,924.80
	E	10.56	844.80	1,830.40	21,964.80

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RANGE	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
pt049	A	8.75	700.00	1,516.67	18,200.00
	B	9.19	735.20	1,592.93	19,115.20
	C	9.64	771.20	1,670.93	20,051.20
	D	10.12	809.60	1,754.13	21,049.60
	E	10.64	851.20	1,844.27	22,131.20
pt050	A	8.82	705.60	1,528.80	18,345.60
	B	9.26	740.80	1,605.07	19,260.80
	C	9.72	777.60	1,684.80	20,217.60
	D	10.22	817.60	1,771.47	21,257.60
	E	10.72	857.60	1,858.13	22,297.60
pt051	A	8.89	711.20	1,540.93	18,491.20
	B	9.33	746.40	1,617.20	19,406.40
	C	9.81	784.80	1,700.40	20,404.80
	D	10.29	823.20	1,783.60	21,403.20
	E	10.80	864.00	1,872.00	22,464.00
pt052	A	8.95	716.00	1,551.33	18,616.00
	B	9.40	752.00	1,629.33	19,552.00
	C	9.87	789.60	1,710.80	20,529.60
	D	10.36	828.80	1,795.73	21,548.80
	E	10.88	870.40	1,885.87	22,630.40
pt053	A	9.03	722.40	1,565.20	18,782.40
	B	9.48	758.40	1,643.20	19,718.40
	C	9.96	796.80	1,726.40	20,716.80
	D	10.46	836.80	1,813.07	21,756.80
	E	10.98	878.40	1,903.20	22,838.40
pt054	A	9.10	728.00	1,577.33	18,928.00
	B	9.56	764.80	1,657.07	19,884.80
	C	10.04	803.20	1,740.27	20,883.20
	D	10.54	843.20	1,826.93	21,923.20
	E	11.07	885.60	1,918.80	23,025.60

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RANGE	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
pt055	A	9.20	736.00	1,594.67	19,136.00
	B	9.66	772.80	1,674.40	20,092.80
	C	10.14	811.20	1,757.60	21,091.20
	D	10.65	852.00	1,846.00	22,152.00
	E	11.18	894.40	1,937.87	23,254.40
pt056	A	9.27	741.60	1,606.80	19,281.60
	B	9.73	778.40	1,686.53	20,238.40
	C	10.23	818.40	1,773.20	21,278.40
	D	10.73	858.40	1,859.87	22,318.40
	E	11.27	901.60	1,953.47	23,441.60
pt057	A	9.37	749.60	1,624.13	19,489.60
	B	9.84	787.20	1,705.60	20,467.20
	C	10.33	826.40	1,790.53	21,486.40
	D	10.85	868.00	1,880.67	22,568.00
	E	11.39	911.20	1,974.27	23,691.20
pt058	A	9.45	756.00	1,638.00	19,656.00
	B	9.92	793.60	1,719.47	20,633.60
	C	10.42	833.60	1,806.13	21,673.60
	D	10.94	875.20	1,896.27	22,755.20
	E	11.49	919.20	1,991.60	23,899.20
pt059	A	9.52	761.60	1,650.13	19,801.60
	B	10.01	800.80	1,735.07	20,820.80
	C	10.50	840.00	1,820.00	21,840.00
	D	11.03	882.40	1,911.87	22,942.40
	E	11.58	926.40	2,007.20	24,086.40
pt060	A	9.61	768.80	1,665.73	19,988.80
	B	10.08	806.40	1,747.20	20,966.40
	C	10.58	846.40	1,833.87	22,006.40
	D	11.12	889.60	1,927.47	23,129.60
	E	11.68	934.40	2,024.53	24,294.40

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RANGE	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
pt061	A	9.67	773.60	1,676.13	20,113.60
	B	10.15	812.00	1,759.33	21,112.00
	C	10.67	853.60	1,849.47	22,193.60
	D	11.19	895.20	1,939.60	23,275.20
	E	11.76	940.80	2,038.40	24,460.80
pt062	A	9.79	783.20	1,696.93	20,363.20
	B	10.27	821.60	1,780.13	21,361.60
	C	10.78	862.40	1,868.53	22,422.40
	D	11.32	905.60	1,962.13	23,545.60
	E	11.89	951.20	2,060.93	24,731.20
pt063	A	9.87	789.60	1,710.80	20,529.60
	B	10.36	828.80	1,795.73	21,548.80
	C	10.88	870.40	1,885.87	22,630.40
	D	11.42	913.60	1,979.47	23,753.60
	E	11.99	959.20	2,078.27	24,939.20
pt064	A	9.94	795.20	1,722.93	20,675.20
	B	10.44	835.20	1,809.60	21,715.20
	C	10.96	876.80	1,899.73	22,796.80
	D	11.51	920.80	1,995.07	23,940.80
	E	12.09	967.20	2,095.60	25,147.20
pt065	A	10.03	802.40	1,738.53	20,862.40
	B	10.53	842.40	1,825.20	21,902.40
	C	11.06	884.80	1,917.07	23,004.80
	D	11.61	928.80	2,012.40	24,148.80
	E	12.19	975.20	2,112.93	25,355.20
pt066	A	10.11	808.80	1,752.40	21,028.80
	B	10.62	849.60	1,840.80	22,089.60
	C	11.15	892.00	1,932.67	23,192.00
	D	11.71	936.80	2,029.73	24,356.80
	E	12.30	984.00	2,132.00	25,584.00

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RANGE	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
pt067	A	10.19	815.20	1,766.27	21,195.20
	B	10.70	856.00	1,854.67	22,256.00
	C	11.24	899.20	1,948.27	23,379.20
	D	11.79	943.20	2,043.60	24,523.20
	E	12.39	991.20	2,147.60	25,771.20
pt068	A	10.28	822.40	1,781.87	21,382.40
	B	10.79	863.20	1,870.27	22,443.20
	C	11.33	906.40	1,963.87	23,566.40
	D	11.90	952.00	2,062.67	24,752.00
	E	12.50	1,000.00	2,166.67	26,000.00
pt069	A	10.36	828.80	1,795.73	21,548.80
	B	10.89	871.20	1,887.60	22,651.20
	C	11.43	914.40	1,981.20	23,774.40
	D	12.00	960.00	2,080.00	24,960.00
	E	12.60	1,008.00	2,184.00	26,208.00
pt070	A	10.44	835.20	1,809.60	21,715.20
	B	10.96	876.80	1,899.73	22,796.80
	C	11.51	920.80	1,995.07	23,940.80
	D	12.08	966.40	2,093.87	25,126.40
	E	12.68	1,014.40	2,197.87	26,374.40
pt071	A	10.54	843.20	1,826.93	21,923.20
	B	11.07	885.60	1,918.80	23,025.60
	C	11.61	928.80	2,012.40	24,148.80
	D	12.20	976.00	2,114.67	25,376.00
	E	12.81	1,024.80	2,220.40	26,644.80
pt072	A	10.64	851.20	1,844.27	22,131.20
	B	11.16	892.80	1,934.40	23,212.80
	C	11.72	937.60	2,031.47	24,377.60
	D	12.31	984.80	2,133.73	25,604.80
	E	12.93	1,034.40	2,241.20	26,894.40

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RANGE	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
pt073	A	10.74	859.20	1,861.60	22,339.20
	B	11.28	902.40	1,955.20	23,462.40
	C	11.84	947.20	2,052.27	24,627.20
	D	12.43	994.40	2,154.53	25,854.40
	E	13.06	1,044.80	2,263.73	27,164.80
pt074	A	10.84	867.20	1,878.93	22,547.20
	B	11.38	910.40	1,972.53	23,670.40
	C	11.95	956.00	2,071.33	24,856.00
	D	12.55	1,004.00	2,175.33	26,104.00
	E	13.17	1,053.60	2,282.80	27,393.60
pt075	A	10.93	874.40	1,894.53	22,734.40
	B	11.48	918.40	1,989.87	23,878.40
	C	12.05	964.00	2,088.67	25,064.00
	D	12.65	1,012.00	2,192.67	26,312.00
	E	13.28	1,062.40	2,301.87	27,622.40
pt076	A	11.04	883.20	1,913.60	22,963.20
	B	11.58	926.40	2,007.20	24,086.40
	C	12.16	972.80	2,107.73	25,292.80
	D	12.77	1,021.60	2,213.47	26,561.60
	E	13.41	1,072.80	2,324.40	27,892.80
pt077	A	11.12	889.60	1,927.47	23,129.60
	B	11.67	933.60	2,022.80	24,273.60
	C	12.25	980.00	2,123.33	25,480.00
	D	12.86	1,028.80	2,229.07	26,748.80
	E	13.51	1,080.80	2,341.73	28,100.80
pt078	A	11.25	900.00	1,950.00	23,400.00
	B	11.80	944.00	2,045.33	24,544.00
	C	12.39	991.20	2,147.60	25,771.20
	D	13.01	1,040.80	2,255.07	27,060.80
	E	13.66	1,092.80	2,367.73	28,412.80

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RANGE	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
pt079	A	11.32	905.60	1,962.13	23,545.60
	B	11.89	951.20	2,060.93	24,731.20
	C	12.48	998.40	2,163.20	25,958.40
	D	13.10	1,048.00	2,270.67	27,248.00
	E	13.76	1,100.80	2,385.07	28,620.80
pt080	A	11.42	913.60	1,979.47	23,753.60
	B	11.99	959.20	2,078.27	24,939.20
	C	12.59	1,007.20	2,182.27	26,187.20
	D	13.22	1,057.60	2,291.47	27,497.60
	E	13.88	1,110.40	2,405.87	28,870.40
pt081	A	11.50	920.00	1,993.33	23,920.00
	B	12.08	966.40	2,093.87	25,126.40
	C	12.67	1,013.60	2,196.13	26,353.60
	D	13.31	1,064.80	2,307.07	27,684.80
	E	13.98	1,118.40	2,423.20	29,078.40
pt082	A	11.62	929.60	2,014.13	24,169.60
	B	12.20	976.00	2,114.67	25,376.00
	C	12.82	1,025.60	2,222.13	26,665.60
	D	13.46	1,076.80	2,333.07	27,996.80
	E	14.13	1,130.40	2,449.20	29,390.40
pt083	A	11.71	936.80	2,029.73	24,356.80
	B	12.30	984.00	2,132.00	25,584.00
	C	12.92	1,033.60	2,239.47	26,873.60
	D	13.56	1,084.80	2,350.40	28,204.80
	E	14.24	1,139.20	2,468.27	29,619.20
pt084	A	11.79	943.20	2,043.60	24,523.20
	B	12.38	990.40	2,145.87	25,750.40
	C	13.00	1,040.00	2,253.33	27,040.00
	D	13.65	1,092.00	2,366.00	28,392.00
	E	14.33	1,146.40	2,483.87	29,806.40

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RANGE	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
pt085	A	11.90	952.00	2,062.67	24,752.00
	B	12.50	1,000.00	2,166.67	26,000.00
	C	13.11	1,048.80	2,272.40	27,268.80
	D	13.78	1,102.40	2,388.53	28,662.40
	E	14.46	1,156.80	2,506.40	30,076.80
pt086	A	12.04	963.20	2,086.93	25,043.20
	B	12.64	1,011.20	2,190.93	26,291.20
	C	13.27	1,061.60	2,300.13	27,601.60
	D	13.94	1,115.20	2,416.27	28,995.20
	E	14.64	1,171.20	2,537.60	30,451.20
pt087	A	12.12	969.60	2,100.80	25,209.60
	B	12.73	1,018.40	2,206.53	26,478.40
	C	13.36	1,068.80	2,315.73	27,788.80
	D	14.03	1,122.40	2,431.87	29,182.40
	E	14.73	1,178.40	2,553.20	30,638.40
pt088	A	12.24	979.20	2,121.60	25,459.20
	B	12.85	1,028.00	2,227.33	26,728.00
	C	13.50	1,080.00	2,340.00	28,080.00
	D	14.18	1,134.40	2,457.87	29,494.40
	E	14.88	1,190.40	2,579.20	30,950.40
pt089	A	12.38	990.40	2,145.87	25,750.40
	B	13.00	1,040.00	2,253.33	27,040.00
	C	13.65	1,092.00	2,366.00	28,392.00
	D	14.33	1,146.40	2,483.87	29,806.40
	E	15.05	1,204.00	2,608.67	31,304.00
pt090	A	12.46	996.80	2,159.73	25,916.80
	B	13.09	1,047.20	2,268.93	27,227.20
	C	13.74	1,099.20	2,381.60	28,579.20
	D	14.43	1,154.40	2,501.20	30,014.40
	E	15.15	1,212.00	2,626.00	31,512.00

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RANGE	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
pt091	A	12.59	1,007.49	2,182.90	26,194.74
	B	13.22	1,057.86	2,292.03	27,504.36
	C	13.88	1,110.75	2,406.63	28,879.50
	D	14.58	1,166.29	2,526.96	30,323.54
	E	15.31	1,224.60	2,653.30	31,839.60
pt092	A	13.08	1,046.25	2,266.88	27,202.50
	B	13.73	1,098.55	2,380.19	28,562.30
	C	14.42	1,153.48	2,499.21	29,990.48
	D	15.14	1,211.16	2,624.18	31,490.16
	E	15.90	1,271.71	2,755.37	33,064.46
pt093	A	13.21	1,056.96	2,290.08	27,480.96
	B	13.87	1,109.82	2,404.61	28,855.32
	C	14.57	1,165.30	2,524.82	30,297.80
	D	15.29	1,223.56	2,651.05	31,812.56
	E	16.06	1,284.73	2,783.58	33,402.98
pt094	A	13.33	1,066.43	2,310.60	27,727.18
	B	14.00	1,119.74	2,426.10	29,113.24
	C	14.70	1,175.73	2,547.42	30,568.98
	D	15.43	1,234.52	2,674.79	32,097.52
	E	16.20	1,296.25	2,808.54	33,702.50
pt095	A	13.44	1,074.99	2,329.15	27,949.74
	B	14.11	1,128.72	2,445.56	29,346.72
	C	14.81	1,185.15	2,567.83	30,813.90
	D	15.56	1,244.40	2,696.20	32,354.40
	E	16.33	1,306.65	2,831.08	33,972.90
pt096	A	13.55	1,083.68	2,347.97	28,175.68
	B	14.22	1,137.85	2,465.34	29,584.10
	C	14.93	1,194.75	2,588.63	31,063.50
	D	15.68	1,254.49	2,718.06	32,616.74
	E	16.47	1,317.22	2,853.98	34,247.72

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RANGE	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
pt097	A	13.64	1,091.31	2,364.51	28,374.06
	B	14.32	1,145.87	2,482.72	29,792.62
	C	15.04	1,203.17	2,606.87	31,282.42
	D	15.79	1,263.33	2,737.22	32,846.58
	E	16.58	1,326.49	2,874.06	34,488.74
pt098	A	13.80	1,103.79	2,391.55	28,698.54
	B	14.49	1,158.99	2,511.15	30,133.74
	C	15.21	1,216.92	2,636.66	31,639.92
	D	15.97	1,277.78	2,768.52	33,222.28
	E	16.77	1,341.65	2,906.91	34,882.90
pt099	A	13.92	1,113.34	2,412.24	28,946.84
	B	14.61	1,169.02	2,532.88	30,394.52
	C	15.34	1,227.47	2,659.52	31,914.22
	D	16.11	1,288.84	2,792.49	33,509.84
	E	16.92	1,353.28	2,932.11	35,185.28
pt100	A	14.03	1,122.01	2,431.02	29,172.26
	B	14.73	1,178.12	2,552.59	30,631.12
	C	15.46	1,237.03	2,680.23	32,162.78
	D	16.24	1,298.88	2,814.24	33,770.88
	E	17.05	1,363.81	2,954.92	35,459.06
pt101	A	14.14	1,131.52	2,451.63	29,419.52
	B	14.85	1,188.11	2,574.24	30,890.86
	C	15.59	1,247.51	2,702.94	32,435.26
	D	16.37	1,309.87	2,838.05	34,056.62
	E	17.19	1,375.38	2,979.99	35,759.88
pt102	A	14.26	1,141.16	2,472.51	29,670.16
	B	14.98	1,198.22	2,596.14	31,153.72
	C	15.73	1,258.13	2,725.95	32,711.38
	D	16.51	1,321.04	2,862.25	34,347.04
	E	17.34	1,387.08	3,005.34	36,064.08

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RANGE	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
pt103	A	14.37	1,149.80	2,491.23	29,894.80
	B	15.09	1,207.28	2,615.77	31,389.28
	C	15.85	1,267.66	2,746.60	32,959.16
	D	16.64	1,331.04	2,883.92	34,607.04
	E	17.47	1,397.57	3,028.07	36,336.82
pt104	A	14.49	1,159.42	2,512.08	30,144.92
	B	15.22	1,217.41	2,637.72	31,652.66
	C	15.98	1,278.27	2,769.59	33,235.02
	D	16.78	1,342.18	2,908.06	34,896.68
	E	17.62	1,409.29	3,053.46	36,641.54
pt105	A	14.62	1,169.92	2,534.83	30,417.92
	B	15.36	1,228.42	2,661.58	31,938.92
	C	16.12	1,289.83	2,794.63	33,535.58
	D	16.93	1,354.32	2,934.36	35,212.32
	E	17.78	1,422.04	3,081.09	36,973.04
pt106	A	14.72	1,177.44	2,551.12	30,613.44
	B	15.45	1,236.31	2,678.67	32,144.06
	C	16.23	1,298.13	2,812.62	33,751.38
	D	17.04	1,363.02	2,953.21	35,438.52
	E	17.89	1,431.18	3,100.89	37,210.68
pt107	A	14.86	1,189.05	2,576.28	30,915.30
	B	15.61	1,248.50	2,705.08	32,461.00
	C	16.39	1,310.92	2,840.33	34,083.92
	D	17.21	1,376.47	2,982.35	35,788.22
	E	18.07	1,445.30	3,131.48	37,577.80
pt108	A	14.99	1,199.59	2,599.11	31,189.34
	B	15.74	1,259.58	2,729.09	32,749.08
	C	16.53	1,322.55	2,865.53	34,386.30
	D	17.36	1,388.68	3,008.81	36,105.68
	E	18.23	1,458.11	3,159.24	37,910.86

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RANGE	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
pt109	A	15.15	1,212.06	2,626.13	31,513.56
	B	15.91	1,272.66	2,757.43	33,089.16
	C	16.70	1,336.30	2,895.32	34,743.80
	D	17.54	1,403.11	3,040.07	36,480.86
	E	18.42	1,473.26	3,192.06	38,304.76
pt110	A	15.28	1,222.67	2,649.12	31,789.42
	B	16.05	1,283.80	2,781.57	33,378.80
	C	16.85	1,347.99	2,920.65	35,047.74
	D	17.69	1,415.39	3,066.68	36,800.14
	E	18.58	1,486.17	3,220.04	38,640.42
pt111	A	15.41	1,233.15	2,671.83	32,061.90
	B	16.19	1,294.80	2,805.40	33,664.80
	C	16.99	1,359.54	2,945.67	35,348.04
	D	17.84	1,427.51	3,092.94	37,115.26
	E	18.74	1,498.89	3,247.60	38,971.14
pt112	A	15.56	1,244.70	2,696.85	32,362.20
	B	16.34	1,306.94	2,831.70	33,980.44
	C	17.15	1,372.28	2,973.27	35,679.28
	D	18.01	1,440.90	3,121.95	37,463.40
	E	18.91	1,512.95	3,278.06	39,336.70
pt113	A	15.68	1,254.10	2,717.22	32,606.60
	B	16.46	1,316.80	2,853.07	34,236.80
	C	17.28	1,382.65	2,995.74	35,948.90
	D	18.15	1,451.78	3,145.52	37,746.28
	E	19.05	1,524.36	3,302.78	39,633.36
pt114	A	15.85	1,268.39	2,748.18	32,978.14
	B	16.65	1,331.82	2,885.61	34,627.32
	C	17.48	1,398.39	3,029.85	36,358.14
	D	18.35	1,468.32	3,181.36	38,176.32
	E	19.27	1,541.75	3,340.46	40,085.50

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RANGE	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
pt115	A	15.97	1,277.27	2,767.42	33,209.02
	B	16.76	1,341.14	2,905.80	34,869.64
	C	17.60	1,408.20	3,051.10	36,613.20
	D	18.48	1,478.61	3,203.66	38,443.86
	E	19.41	1,552.54	3,363.84	40,366.04
pt116	A	16.11	1,288.74	2,792.27	33,507.24
	B	16.91	1,353.18	2,931.89	35,182.68
	C	17.76	1,420.85	3,078.51	36,942.10
	D	18.65	1,491.87	3,232.39	38,788.62
	E	19.58	1,566.47	3,394.02	40,728.22
pt117	A	16.22	1,297.29	2,810.80	33,729.54
	B	17.03	1,362.14	2,951.30	35,415.64
	C	17.88	1,430.26	3,098.90	37,186.76
	D	18.77	1,501.76	3,253.81	39,045.76
	E	19.71	1,576.86	3,416.53	40,998.36
pt118	A	16.40	1,311.64	2,841.89	34,102.64
	B	17.22	1,377.21	2,983.96	35,807.46
	C	18.08	1,446.07	3,133.15	37,597.82
	D	18.98	1,518.37	3,289.80	39,477.62
	E	19.93	1,594.29	3,454.30	41,451.54
pt119	A	16.52	1,321.25	2,862.71	34,352.50
	B	17.34	1,387.31	3,005.84	36,070.06
	C	18.21	1,456.68	3,156.14	37,873.68
	D	19.12	1,529.51	3,313.94	39,767.26
	E	20.07	1,605.99	3,479.65	41,755.74
pt120	A	16.64	1,330.84	2,883.49	34,601.84
	B	17.47	1,397.38	3,027.66	36,331.88
	C	18.34	1,467.24	3,179.02	38,148.24
	D	19.26	1,540.61	3,337.99	40,055.86
	E	20.22	1,617.64	3,504.89	42,058.64

CITY OF NATIONAL CITY
PART-TIME & SEASONAL EMPLOYEE GROUP SALARY SCHEDULE
Fiscal Year 2016-2017

Exhibit B

RANGE	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
pt121	A	16.78	1,342.38	2,908.49	34,901.88
	B	17.62	1,409.51	3,053.94	36,647.26
	C	18.50	1,479.97	3,206.60	38,479.22
	D	19.42	1,553.98	3,366.96	40,403.48
	E	20.40	1,631.68	3,535.31	42,423.68
pt122	A	16.98	1,358.62	2,943.68	35,324.12
	B	17.83	1,426.55	3,090.86	37,090.30
	C	18.72	1,497.87	3,245.39	38,944.62
	D	19.66	1,572.76	3,407.65	40,891.76
	E	20.64	1,651.40	3,578.03	42,936.40
pt123	A	17.09	1,367.24	2,962.35	35,548.24
	B	17.95	1,435.60	3,110.47	37,325.60
	C	18.84	1,507.37	3,265.97	39,191.62
	D	19.78	1,582.73	3,429.25	41,150.98
	E	20.77	1,661.88	3,600.74	43,208.88
pt124	A	17.27	1,381.65	2,993.58	35,922.90
	B	18.13	1,450.72	3,143.23	37,718.72
	C	19.04	1,523.26	3,300.40	39,604.76
	D	19.99	1,599.42	3,465.41	41,584.92
	E	20.99	1,679.39	3,638.68	43,664.14
pt125	A	17.46	1,397.01	3,026.86	36,322.26
	B	18.34	1,466.88	3,178.24	38,138.88
	C	19.25	1,540.22	3,337.14	40,045.72
	D	20.22	1,617.23	3,504.00	42,047.98
	E	21.23	1,698.09	3,679.20	44,150.34
pt126	A	17.58	1,406.53	3,047.48	36,569.78
	B	18.46	1,476.85	3,199.84	38,398.10
	C	19.38	1,550.69	3,359.83	40,317.94
	D	20.35	1,628.23	3,527.83	42,333.98
	E	21.37	1,709.64	3,704.22	44,450.64

CITY OF NATIONAL CITY
PART-TIME & SEASONAL EMPLOYEE GROUP SALARY SCHEDULE
Fiscal Year 2016-2017

Exhibit B

RANGE	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
pt127	A	17.74	1,418.88	3,074.24	36,890.88
	B	18.62	1,489.84	3,227.99	38,735.84
	C	19.55	1,564.33	3,389.38	40,672.58
	D	20.53	1,642.53	3,558.82	42,705.78
	E	21.56	1,724.67	3,736.79	44,841.42
pt128	A	17.87	1,429.60	3,097.47	37,169.60
	B	18.76	1,501.08	3,252.34	39,028.08
	C	19.70	1,576.14	3,414.97	40,979.64
	D	20.69	1,654.94	3,585.70	43,028.44
	E	21.72	1,737.68	3,764.97	45,179.68
pt129	A	18.07	1,445.84	3,132.65	37,591.84
	B	18.98	1,518.12	3,289.26	39,471.12
	C	19.93	1,594.04	3,453.75	41,445.04
	D	20.92	1,673.73	3,626.42	43,516.98
	E	21.97	1,757.43	3,807.77	45,693.18
pt130	A	18.23	1,458.22	3,159.48	37,913.72
	B	19.14	1,531.11	3,317.41	39,808.86
	C	20.10	1,607.67	3,483.29	41,799.42
	D	21.10	1,688.06	3,657.46	43,889.56
	E	22.16	1,772.46	3,840.33	46,083.96
pt131	A	18.35	1,467.81	3,180.26	38,163.06
	B	19.27	1,541.22	3,339.31	40,071.72
	C	20.23	1,618.28	3,506.27	42,075.28
	D	21.24	1,699.18	3,681.56	44,178.68
	E	22.30	1,784.14	3,865.64	46,387.64
pt132	A	18.50	1,480.36	3,207.45	38,489.36
	B	19.43	1,554.37	3,367.80	40,413.62
	C	20.40	1,632.09	3,536.20	42,434.34
	D	21.42	1,713.70	3,713.02	44,556.20
	E	22.49	1,799.40	3,898.70	46,784.40

CITY OF NATIONAL CITY
PART-TIME & SEASONAL EMPLOYEE GROUP SALARY SCHEDULE
Fiscal Year 2016-2017

Exhibit B

RANGE	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
pt133	A	18.70	1,495.68	3,240.64	38,887.68
	B	19.63	1,570.46	3,402.66	40,831.96
	C	20.61	1,648.99	3,572.81	42,873.74
	D	21.64	1,731.42	3,751.41	45,016.92
	E	22.73	1,818.00	3,939.00	47,268.00
pt134	A	18.84	1,507.18	3,265.56	39,186.68
	B	19.78	1,582.54	3,428.84	41,146.04
	C	20.77	1,661.66	3,600.26	43,203.16
	D	21.81	1,744.74	3,780.27	45,363.24
	E	22.90	1,831.97	3,969.27	47,631.22
pt135	A	19.03	1,522.45	3,298.64	39,583.70
	B	19.98	1,598.56	3,463.55	41,562.56
	C	20.98	1,678.50	3,636.75	43,641.00
	D	22.03	1,762.43	3,818.60	45,823.18
	E	23.13	1,850.56	4,009.55	48,114.56
pt136	A	19.22	1,537.82	3,331.94	39,983.32
	B	20.18	1,614.71	3,498.54	41,982.46
	C	21.19	1,695.44	3,673.45	44,081.44
	D	22.25	1,780.21	3,857.12	46,285.46
	E	23.37	1,869.22	4,049.98	48,599.72
pt137	A	19.38	1,550.24	3,358.85	40,306.24
	B	20.35	1,627.75	3,526.79	42,321.50
	C	21.36	1,709.14	3,703.14	44,437.64
	D	22.43	1,794.59	3,888.28	46,659.34
	E	23.55	1,884.32	4,082.69	48,992.32
pt138	A	19.57	1,565.56	3,392.05	40,704.56
	B	20.55	1,643.84	3,561.65	42,739.84
	C	21.58	1,726.03	3,739.73	44,876.78
	D	22.65	1,812.34	3,926.74	47,120.84
	E	23.79	1,902.95	4,123.06	49,476.70

CITY OF NATIONAL CITY
PART-TIME & SEASONAL EMPLOYEE GROUP SALARY SCHEDULE
Fiscal Year 2016-2017

Exhibit B

RANGE	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
pt139	A	19.75	1,579.92	3,423.16	41,077.92
	B	20.74	1,658.91	3,594.31	43,131.66
	C	21.77	1,741.86	3,774.03	45,288.36
	D	22.86	1,828.94	3,962.70	47,552.44
	E	24.00	1,920.39	4,160.85	49,930.14
pt140	A	19.91	1,592.45	3,450.31	41,403.70
	B	20.90	1,672.07	3,622.82	43,473.82
	C	21.95	1,755.67	3,803.95	45,647.42
	D	23.04	1,843.46	3,994.16	47,929.96
	E	24.20	1,935.64	4,193.89	50,326.64
pt141	A	20.10	1,607.79	3,483.55	41,802.54
	B	21.10	1,688.16	3,657.68	43,892.16
	C	22.16	1,772.59	3,840.61	46,087.34
	D	23.27	1,861.20	4,032.60	48,391.20
	E	24.43	1,954.26	4,234.23	50,810.76
pt142	A	20.25	1,620.25	3,510.54	42,126.50
	B	21.27	1,701.26	3,686.06	44,232.76
	C	22.33	1,786.32	3,870.36	46,444.32
	D	23.45	1,875.63	4,063.87	48,766.38
	E	24.62	1,969.41	4,267.06	51,204.66
pt143	A	20.43	1,634.71	3,541.87	42,502.46
	B	21.46	1,716.46	3,719.00	44,627.96
	C	22.53	1,802.27	3,904.92	46,859.02
	D	23.65	1,892.38	4,100.16	49,201.88
	E	24.84	1,987.00	4,305.17	51,662.00
pt144	A	20.62	1,649.93	3,574.85	42,898.18
	B	21.66	1,732.41	3,753.56	45,042.66
	C	22.74	1,819.04	3,941.25	47,295.04
	D	23.88	1,910.00	4,138.33	49,660.00
	E	25.07	2,005.50	4,345.25	52,143.00

CITY OF NATIONAL CITY
PART-TIME & SEASONAL EMPLOYEE GROUP SALARY SCHEDULE
Fiscal Year 2016-2017

Exhibit B

RANGE	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
pt145	A	20.84	1,667.17	3,612.20	43,346.42
	B	21.88	1,750.54	3,792.84	45,514.04
	C	22.98	1,838.05	3,982.44	47,789.30
	D	24.12	1,929.97	4,181.60	50,179.22
	E	25.33	2,026.46	4,390.66	52,687.96
pt146	A	21.02	1,681.47	3,643.19	43,718.22
	B	22.07	1,765.55	3,825.36	45,904.30
	C	23.17	1,853.82	4,016.61	48,199.32
	D	24.33	1,946.52	4,217.46	50,609.52
	E	25.55	2,043.84	4,428.32	53,139.84
pt147	A	21.20	1,695.93	3,674.52	44,094.18
	B	22.26	1,780.73	3,858.25	46,298.98
	C	23.37	1,869.76	4,051.15	48,613.76
	D	24.54	1,963.26	4,253.73	51,044.76
	E	25.77	2,061.43	4,466.43	53,597.18
pt148	A	21.39	1,711.21	3,707.62	44,491.46
	B	22.46	1,796.77	3,893.00	46,716.02
	C	23.58	1,886.60	4,087.63	49,051.60
	D	24.76	1,980.93	4,292.02	51,504.18
	E	26.00	2,079.97	4,506.60	54,079.22
pt149	A	21.61	1,728.42	3,744.91	44,938.92
	B	22.69	1,814.83	3,932.13	47,185.58
	C	23.82	1,905.59	4,128.78	49,545.34
	D	25.01	2,000.86	4,335.20	52,022.36
	E	26.26	2,100.89	4,551.93	54,623.14
pt150	A	21.80	1,743.73	3,778.08	45,336.98
	B	22.89	1,830.92	3,966.99	47,603.92
	C	24.03	1,922.47	4,165.35	49,984.22
	D	25.23	2,018.58	4,373.59	52,483.08
	E	26.49	2,119.51	4,592.27	55,107.26

CITY OF NATIONAL CITY
PART-TIME & SEASONAL EMPLOYEE GROUP SALARY SCHEDULE
Fiscal Year 2016-2017

Exhibit B

RANGE	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
pt151	A	22.00	1,760.06	3,813.46	45,761.56
	B	23.10	1,848.09	4,004.20	48,050.34
	C	24.26	1,940.48	4,204.37	50,452.48
	D	25.47	2,037.51	4,414.61	52,975.26
	E	26.74	2,139.38	4,635.32	55,623.88
pt152	A	22.19	1,775.40	3,846.70	46,160.40
	B	23.30	1,864.18	4,039.06	48,468.68
	C	24.47	1,957.38	4,240.99	50,891.88
	D	25.69	2,055.26	4,453.06	53,436.76
	E	26.98	2,158.03	4,675.73	56,108.78
pt153	A	22.37	1,789.77	3,877.84	46,534.02
	B	23.49	1,879.26	4,071.73	48,860.76
	C	24.67	1,973.21	4,275.29	51,303.46
	D	25.90	2,071.88	4,489.07	53,868.88
	E	27.19	2,175.47	4,713.52	56,562.22
pt154	A	22.59	1,807.14	3,915.47	46,985.64
	B	23.72	1,897.49	4,111.23	49,334.74
	C	24.90	1,992.36	4,316.78	51,801.36
	D	26.15	2,091.99	4,532.65	54,391.74
	E	27.46	2,196.58	4,759.26	57,111.08
pt155	A	22.78	1,822.46	3,948.66	47,383.96
	B	23.92	1,913.59	4,146.11	49,753.34
	C	25.12	2,009.28	4,353.44	52,241.28
	D	26.37	2,109.73	4,571.08	54,852.98
	E	27.69	2,215.21	4,799.62	57,595.46
pt156	A	23.01	1,840.51	3,987.77	47,853.26
	B	24.16	1,932.53	4,187.15	50,245.78
	C	25.36	2,029.18	4,396.56	52,758.68
	D	26.63	2,130.62	4,616.34	55,396.12
	E	27.96	2,237.16	4,847.18	58,166.16

CITY OF NATIONAL CITY
PART-TIME & SEASONAL EMPLOYEE GROUP SALARY SCHEDULE
Fiscal Year 2016-2017

Exhibit B

RANGE	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUAL
pt157	A	23.23	1,858.79	4,027.38	48,328.54
	B	24.40	1,951.74	4,228.77	50,745.24
	C	25.62	2,049.32	4,440.19	53,282.32
	D	26.90	2,151.79	4,662.21	55,946.54
	E	28.24	2,259.38	4,895.32	58,743.88
pt158	A	23.44	1,875.08	4,062.67	48,752.08
	B	24.61	1,968.84	4,265.82	51,189.84
	C	25.84	2,067.28	4,479.11	53,749.28
	D	27.13	2,170.66	4,703.10	56,437.16
	E	28.49	2,279.19	4,938.25	59,258.94
pt159	A	23.69	1,895.24	4,106.35	49,276.24
	B	24.88	1,990.02	4,311.71	51,740.52
	C	26.12	2,089.52	4,527.29	54,327.52
	D	27.42	2,193.98	4,753.62	57,043.48
	E	28.80	2,303.68	4,991.31	59,895.68
pt160	A	23.87	1,909.50	4,137.25	49,647.00
	B	25.06	2,004.97	4,344.10	52,129.22
	C	26.32	2,105.23	4,561.33	54,735.98
	D	27.63	2,210.49	4,789.40	57,472.74
	E	29.01	2,321.01	5,028.86	60,346.26

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City approving a salary schedule for the Management employee group for Fiscal Year 2016-2017 in compliance with the requirements of the California Public Employees Retirement System (CalPERS).
(Human

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: June 21, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City approving a salary schedule for the Management employee group for Fiscal Year 2016-2017 in compliance with the requirements of the California Public Employees' Retirement System (CalPERS)

PREPARED BY: Stacey Stevenson

DEPARTMENT: Human Resources

PHONE: 336-4308

APPROVED BY:



EXPLANATION:

All employees of the City of National City receive a rate of pay within the established salary band for the job classification into which the employee has been hired. The purpose of this item is to establish the Fiscal Year 2016-2017 salary schedule for classifications within the Management employee group.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

There is no fiscal impact associated with this action. Personnel costs for Management employee group are incorporated in the City of National City General Fund budget adopted by the City Council at its meeting of June 7, 2016.

ENVIRONMENTAL REVIEW:

This is not a project and is therefore not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt the resolution approving the Fiscal Year 2017 compensation plan for the Management employee group

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Resolution
Management Employee Group Salary Schedule

City of National City
Human Resources Department

Exhibit A

MANAGEMENT EMPLOYEE GROUP SALARY SCHEDULE
Fiscal Year 2016-2017

POSITION TITLE	SALARY BAND (MONTHLY)	SALARY BAND (ANNUAL)
Asst Director of PW/Engineering	\$ 4,594.04 – \$ 10,769.99	\$ 55,128.48 – \$ 129,239.88
Assistant Police Chief	\$ 11,368.50 – \$ 12,742.63	\$ 136,422.00 – \$ 152,911.56
Battalion Chief	\$ 5,316.96 – \$ 10,746.90	\$ 63,803.52 – \$ 128,962.80
Building Official	\$ 7,087.16 – \$ 10,539.12	\$ 85,045.92 – \$ 126,469.44
Community Development Manager	\$ 7,287.50 – \$ 10,047.88	\$ 87,450.00 – \$ 120,574.56
Community Development Specialist III	\$ 4,465.78 – \$ 8,897.39	\$ 53,589.36 – \$ 106,768.68
Deputy City Attorney	\$ 6,841.11 – \$ 10,033.63	\$ 82,093.32 – \$ 120,403.56
Deputy Director of Human Resources	\$ 7,287.50 – \$ 10,047.88	\$ 87,450.00 – \$ 120,574.56
Equipment Maint Supervisor	\$ 3,229.82 – \$ 8,551.09	\$ 38,757.84 – \$ 102,613.08
Facilities Maint Supervisor	\$ 3,229.82 – \$ 7,268.49	\$ 38,757.84 – \$ 87,221.88
Financial Services Officer	\$ 4,174.28 – \$ 9,985.04	\$ 50,091.36 – \$ 119,820.48
Housing Programs Manager	\$ 4,255.90 – \$ 9,339.89	\$ 51,070.80 – \$ 112,078.68
Management Analyst I	\$ 3,116.72 – \$ 6,165.46	\$ 37,400.64 – \$ 73,985.52
Management Analyst II	\$ 3,542.31 – \$ 7,006.85	\$ 42,507.72 – \$ 84,082.20
Management Analyst III	\$ 3,964.40 – \$ 7,848.23	\$ 47,572.80 – \$ 94,178.76
Mgmt Information Systems Manager	\$ 4,279.22 – \$ 10,235.15	\$ 51,350.64 – \$ 122,821.80
Neighborhood Council Coordinator	\$ 3,964.40 – \$ 7,848.23	\$ 47,572.80 – \$ 94,178.76
Neighborhood Services Manager	\$ 3,229.82 – \$ 8,551.09	\$ 38,757.84 – \$ 102,613.08
Nutrition Program Manager	\$ 3,229.82 – \$ 8,412.57	\$ 38,757.84 – \$ 100,950.84
Park Superintendent	\$ 3,229.82 – \$ 8,412.57	\$ 38,757.84 – \$ 100,950.84
PIO/Mgmt Analyst III	\$ 3,964.40 – \$ 7,848.23	\$ 47,572.80 – \$ 94,178.76
Police Captain	\$ 5,410.24 – \$ 12,473.34	\$ 64,922.88 – \$ 149,680.08

City of National City
Human Resources Department

Exhibit A

MANAGEMENT EMPLOYEE GROUP SALARY SCHEDULE
Fiscal Year 2016-2017

POSITION TITLE	SALARY BAND (MONTHLY)	SALARY BAND (ANNUAL)
Police Support Services Manager	\$ 3,964.40 – \$ 7,848.23	\$ 47,572.80 – \$ 94,178.76
Principal Civil Engineer	\$ 7,795.88 – \$ 10,539.12	\$ 93,550.56 – \$ 126,469.44
Principal Librarian	\$ 3,766.18 – \$ 8,604.96	\$ 45,194.16 – \$ 103,259.52
Principal Planner	\$ 4,465.78 – \$ 8,897.39	\$ 53,589.36 – \$ 106,768.68
Project Officer	\$ 4,465.78 – \$ 8,897.39	\$ 53,589.36 – \$ 106,768.68
Purchasing Agent	\$ 4,255.90 – \$ 9,339.89	\$ 51,070.80 – \$ 112,078.68
Recreation Superintendent	\$ 3,229.82 – \$ 8,412.57	\$ 38,757.84 – \$ 100,950.84
Risk Manager	\$ 4,174.28 – \$ 9,981.19	\$ 50,091.36 – \$ 119,774.28
Senior Accountant	\$ 3,264.80 – \$ 7,489.10	\$ 39,177.60 – \$ 89,869.20
Special Assistant to the Mayor	\$ 3,542.31 – \$ 7,006.85	\$ 42,507.72 – \$ 84,082.20
Street Maintenance Supervisor	\$ 3,229.82 – \$ 7,268.49	\$ 38,757.84 – \$ 87,221.88
Street & Wastewater Maint Superintendent	\$ 3,229.82 – \$ 8,412.57	\$ 38,757.84 – \$ 100,950.84
Traffic Engineer	\$ 6,056.20 – \$ 10,235.15	\$ 72,674.40 – \$ 122,821.80
Wastewater Supervisor	\$ 3,229.82 – \$ 7,268.49	\$ 38,757.84 – \$ 87,221.88

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City approving a salary schedule for the Executive employee group for Fiscal Year 2016-2017 in compliance with the requirements of the California Public Employees Retirement System (CalPERS). (Human

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: June 21, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City approving a salary schedules for the Executive employee group for Fiscal Year 2016-2017 in compliance with the requirements of the California Public Employees' Retirement System (CalPERS)

PREPARED BY: Stacey Stevenson

DEPARTMENT: Human Resources

PHONE: 336-4308

APPROVED BY: 

EXPLANATION:

All employees of the City of National City receive a rate of pay within the established salary band for the job classification into which the employee has been hired. The purpose of this item is to establish the Fiscal Year 2016-2017 salary schedule for classifications within the Executive employee group.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

There is no fiscal impact associated with this action. Personnel costs for Executive employee group are incorporated in the City of National City General Fund budget adopted by the City Council at its meeting of June 7, 2016.

ENVIRONMENTAL REVIEW:

This is not a project and is therefore not subject to environmental review.

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt the resolution approving the Fiscal Year 2017 compensation plan for the Executive employee group

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Resolution
Executive Employee Group Salary Schedule

EXECUTIVE EMPLOYEE GROUP SALARY SCHEDULE
Fiscal Year 2016-2017

POSITION TITLE	SALARY BAND (MONTHLY)	SALARY BAND (ANNUAL)
City Manager	\$17,496.31 (Actual Salary)	\$209,956
City Attorney	\$16,658.33 (Actual Salary)	\$199,900
Assistant City Manager	\$ 6,249.76 – \$ 13,601.61	\$ 74,997.12 – \$ 163,219.32
City Librarian	\$ 5,363.60 – \$ 11,472.86	\$ 64,363.20 – \$ 137,674.32
Community Services Director	\$ 7,287.50 – \$ 10,687.91	\$ 87,450.00 – \$ 128,254.92
Deputy City Manager	\$ 6,249.76 – \$ 14,583.33	\$ 74,997.12 – \$ 175,000.00
Director of Administrative Services	\$ 5,643.44 – \$ 13,087.65	\$ 67,721.28 – \$ 157,051.80
Director of Building & Safety	\$ 5,561.82 – \$ 10,731.49	\$ 66,741.84 – \$ 128,777.88
Director of Community Development	\$ 5,643.44 – \$ 12,669.53	\$ 67,721.28 – \$ 152,034.36
Director of Emergency Services	\$ 5,946.60 – \$ 13,250.55	\$ 71,359.20 – \$ 159,006.60
Director of Finance	\$ 5,643.44 – \$ 12,480.99	\$ 67,721.28 – \$ 149,771.88
Director of Housing, Grants & Asset Mgmt	\$ 5,363.60 – \$ 11,472.86	\$ 64,363.20 – \$ 137,674.32
Director of Neighborhood Services	\$ 5,363.60 – \$ 11,472.86	\$ 64,363.20 – \$ 137,674.32
Director of Planning	\$ 5,643.44 – \$ 13,087.65	\$ 67,721.28 – \$ 157,051.80
Director of Public Works	\$ 5,643.44 – \$ 12,669.53	\$ 67,721.28 – \$ 152,034.36
Director of Public Works/City Engineer	\$ 5,643.44 – \$ 12,669.53	\$ 67,721.28 – \$ 152,034.36
Fire Chief	\$ 5,946.60 – \$ 13,250.55	\$ 71,359.20 – \$ 159,006.60
Human Resources Director	\$ 4,862.22 – \$ 12,501.50	\$ 58,346.64 – \$ 150,018.00
Police Chief	\$ 6,541.26 – \$ 14,992.31	\$ 78,495.12 – \$ 179,907.72
Records Management Officer	\$ 5,462.71 – \$ 8,609.78	\$ 65,552.52 – \$ 103,317.36
Senior Assistant City Attorney	\$ 7,433.25 – \$ 13,575.03	\$ 89,199.00 – \$ 162,900.36

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National authorizing the Mayor to execute a second amendment to the Agreement with Able Patrol and Guard for the provision of security guard service to the Library, extending the term of the Agreement for one

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: June 21, 2016

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National authorizing the Mayor to execute a second amendment to the Agreement with Able Patrol and Guard for the provision of security guard service to the Library, extending the term of the Agreement for one year, expiring June 30, 2017 for the not-to-exceed amount of \$40,000; and 2. Authorizing the City Manager to have authority to sign any future renewals beyond the period ending June 30, 2017, for amounts not to exceed \$50,000 for each one-year term.

PREPARED BY: Gloria Olivares

DEPARTMENT: Library

PHONE: 470-5800

APPROVED BY: 

EXPLANATION:

On March 17, 2015, the City entered into an agreement with Able Patrol and Guard to provide security guard service at the National City Library as a pilot project until June 30, 2015.

A first amendment to the Agreement was entered on July 1, 2015 to extend the term of the Agreement for one year, expiring June 30, 2016.

This second amendment to the Agreement is for FY 2016-17 in the not-to-exceed amount of \$40,000 expiring June 30, 2017.

See attached Staff Report

FINANCIAL STATEMENT:

ACCOUNT NO.

104-418-056-299-0000

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Approval recommended

BOARD / COMMISSION RECOMMENDATION:

Approved by the Library Board of Trustees on June 13, 2016.

ATTACHMENTS:

1. Second Amendment to the Agreement
2. Agreement by and between the City of National City and Able Patrol and Guard
3. Staff Report
4. Resolution

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
LOCATOR SERVICES, INC. DBA ABLE PATROL AND GUARD**

THIS AGREEMENT is entered into this 17th day of March, 2015, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and Locator Services, Inc. dba Able Patrol and Guard, a corporation (the "CONTRACTOR").

R E C I T A L S

WHEREAS, the CITY desires to employ a CONTRACTOR to provide security guard services at the National City Public Library during regular business hours.

WHEREAS, the CITY has determined that the CONTRACTOR has provided security service for San Diego's commercial and industrial facilities, hospitals, shopping centers, financial institutions, educational facilities, governments, businesses and organizations and is qualified by experience and ability to perform the services desired by the CITY, and the CONTRACTOR is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONTRACTOR.** The CITY agrees to engage the CONTRACTOR, and the CONTRACTOR agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONTRACTOR represents that all services shall be performed directly by the CONTRACTOR or under direct supervision of the CONTRACTOR.

2. **SCOPE OF SERVICES.** The CONTRACTOR will perform services as set forth in the attached Exhibit "A".

The CONTRACTOR shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY.

The CITY may unilaterally, or upon request from the CONTRACTOR, from time to time reduce or increase the Scope of Services to be performed by the CONTRACTOR under this Agreement. Upon doing so, the CITY and the CONTRACTOR agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

3. **PROJECT COORDINATION AND SUPERVISION.** Minh Duong, City Librarian, hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONTRACTOR shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONTRACTOR. George Grauer, Jr., Senior Vice-President, thereby is designated as the Project Director for the CONTRACTOR.

4. **COMPENSATION AND PAYMENT.** The compensation for the CONTRACTOR shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed the schedule given in Exhibit "A" (the Base amount) without prior written authorization from the CITY. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY.

The CONTRACTOR shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

5. **ACCEPTABILITY OF WORK.** The City shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONTRACTOR and the City cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONTRACTOR in this Agreement, the City or the CONTRACTOR shall give to the other written notice. Within ten (10) business days, the CONTRACTOR and the City shall each prepare a report which supports their position and file the same with the other party. The City shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONTRACTOR.

6. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on March 17, 2015. The duration of this Agreement is for the period of 15 weeks through June 30, 2015. The CITY may renew this Agreement for four (4) additional one-year terms, corresponding with the CITY's fiscal year – July 1 to June 30. The renewal is contingent on a mutual agreement between the CITY and the CONTRACTOR.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONTRACTOR for this Project, whether paper or electronic, shall become the property of the CITY for use with respect to this Project, and shall be turned over to the CITY upon completion of the Project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONTRACTOR hereby assigns to the CITY, and CONTRACTOR thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONTRACTOR shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONTRACTOR agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONTRACTOR'S written work product for the CITY'S purposes, and the CONTRACTOR expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONTRACTOR shall relieve the CONTRACTOR from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of this project, unless otherwise mutually agreed.

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONTRACTOR nor the CONTRACTOR'S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONTRACTOR and the CONTRACTOR'S employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONTRACTOR and its employees. Neither this Agreement nor any interest herein may be assigned by the CONTRACTOR without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONTRACTOR from employing or hiring as many employees, or SUBCONTRACTORS, as the CONTRACTOR may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONTRACTOR with its SUBCONTRACTOR(S) shall require the SUBCONTRACTOR(S) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the CITY nor its officers, agents, or employees shall have any control over the conduct of the CONTRACTOR or any of the CONTRACTOR'S employees, except as herein set forth, and the CONTRACTOR or the CONTRACTOR'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY, it being understood that the CONTRACTOR its agents, servants, and employees are as to the CITY wholly independent CONTRACTOR, and that the CONTRACTOR'S obligations to the CITY are solely such as are prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONTRACTOR, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONTRACTOR and each of its SUB CONTRACTOR(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, ETC.** The CONTRACTOR represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONTRACTOR represents and covenants that the CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONTRACTOR to practice its profession.

12. **STANDARD OF CARE.**
A. The CONTRACTOR, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONTRACTOR'S trade or profession currently practicing under similar

conditions and in similar locations. The CONTRACTOR shall take all special precautions necessary to protect the CONTRACTOR'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONTRACTOR warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONTRACTOR'S professional performance or the furnishing of materials or services relating thereto.

C. The CONTRACTOR is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONTRACTOR has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONTRACTOR has notified the CITY otherwise, the CONTRACTOR warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONTRACTOR to use due diligence under this sub-paragraph will render the CONTRACTOR liable to the CITY for any increased costs that result from the CITY'S later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **NON-DISCRIMINATION PROVISIONS.** The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONTRACTOR will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONTRACTOR certain confidential information to enable the CONTRACTOR to effectively perform the services to be provided herein. The CONTRACTOR shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONTRACTOR shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONTRACTOR, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONTRACTOR without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONTRACTOR by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONTRACTOR shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the

CONTRACTOR shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONTRACTOR shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 14.

15. **INDEMNIFICATION AND HOLD HARMLESS.** The CONTRACTOR agrees to defend, indemnify and hold harmless the City of National City, its officers and employees, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suites, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONTRACTOR'S performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, or employees. The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. **WORKERS' COMPENSATION.** The CONTRACTOR shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, and employees from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONTRACTOR under this Agreement.

17. **INSURANCE.** The CONTRACTOR, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONTRACTOR(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following checked insurance policies:

- A. ☒ If checked, **Professional Liability Insurance** (errors and omissions) with minimum limits of \$1,000,000 per occurrence.
- B. ☒ **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles ("any auto"). The policy shall name the CITY and its officers, agents and employees as additional insureds, and a separate additional insured endorsement shall be provided.
- C. ☒ **Commercial General Liability Insurance**, with minimum limits of \$1,000,000 per occurrence and \$5,000,000 aggregate, covering all bodily injury and property damage arising out of its operations under this Agreement. The policy shall name the CITY and its officers, agents and employees as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location".
- D. ☒ **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONTRACTOR'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be

endorsed with a waiver of subrogation in favor of the City. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONTRACTOR has no employees subject to the California Workers' Compensation and Labor laws, CONTRACTOR shall execute a Declaration to that effect. Said Declaration shall be provided to CONTRACTOR by CITY.

E. ☒ The aforesaid policies shall constitute primary insurance as to the CITY, its officers, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY of cancellation or material change.

F. ☒ If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONTRACTOR shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

G. ☒ Insurance shall be written with only California admitted companies that hold a current policy holder's alphabetic and financial size category rating of not less than A VIII according to the current Best's Key Rating Guide, or a company equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

H. ☒ This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the CONTRACTOR does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

I. ☒ All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY.

18. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

19. **MEDIATION/ARBITRATION.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in San Diego, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") before resorting to arbitration. The costs of mediation shall be borne equally by the parties. Any controversy or claim arising out of, or relating to, this Agreement, or breach thereof, which is not resolved by mediation shall be settled by arbitration in San Diego, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the parties, and a

judgment thereon may be entered in any court having jurisdiction over the subject matter of the controversy. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the costs of its own experts, evidence and attorneys' fees, except that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award.

20. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONTRACTOR. During said 60-day period the CONTRACTOR shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONTRACTOR in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONTRACTOR as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONTRACTOR, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONTRACTOR'S breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONTRACTOR; (2) a reorganization of the CONTRACTOR for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONTRACTOR.

21. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Minh Duong
 City Librarian
 National City Public Library
 City of National City
 1401 National City Boulevard

National City, CA 91950-4301

To CONTRACTOR:

George Grauer, Jr.
Senior Vice-President
Locator Services, Inc. dba Able Patrol and Guard
4616 Mission Gorge Place
San Diego, CA 92120

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

22. CONFLICT OF INTEREST AND POLITICAL REFORM ACT

OBLIGATIONS. During the term of this Agreement, the CONTRACTOR shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONTRACTOR also agrees not to specify any product, treatment, process or material for the project in which the CONTRACTOR has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONTRACTOR shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONTRACTOR shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONTRACTOR has a financial interest as defined in Government Code Section 87103. The CONTRACTOR represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

☐ If checked, the CONTRACTOR shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONTRACTOR shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONTRACTOR shall obtain from the City Clerk.

The CONTRACTOR shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Paragraph 22 by the CONTRACTOR.

23. PREVAILING WAGES. State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. CONTRACTOR is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

24. MISCELLANEOUS PROVISIONS.

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date

shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.


J. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

K. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

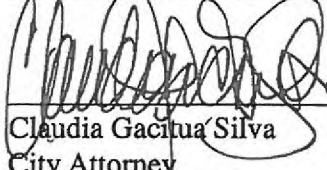
L. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF NATIONAL CITY

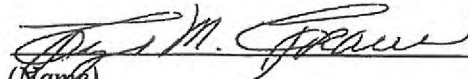
By: 
Leslie Deese, City Manager

APPROVED AS TO FORM:


Claudia Gacitua Silva
City Attorney


**LOCATOR SERVICES, INC. DBA ABLE
PATROL AND GUARD**

(Corporation – signatures of two corporate officers required)

By: 
(Name)

George Grauer

President
(Title)

By: 
(Name)

George Grauer, Jr.
(Print)

Vice President
(Title)

LOCAT-1

OP ID: DB



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/06/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS FROM THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
Benchmark Commercial Ins Svcs
Able Cohen
50 Gateway Road
San Diego, CA 92109
Robert A. Cohen

CONTACT NAME: Robert A. Cohen

PHONE (A/C, No, Ext): 760-632-4840

FAX (A/C, No): 760-632-4841

E-MAIL ADDRESS:

INSURER(S) A/F

INSURER A: Crum & Forester Specialty Ins

INSURER B: Hartford Casualty Insurance Co

INSURER C: Berkley Regional Insurance Co.

INSURER D:

INSURER E:

INSURER F:

LOCATED Locater Services, Inc
dba: Able Patrol & Guard
4616 Mission Gorge Place
San Diego, CA 92120-4133

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED DURING THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXPI (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		GLO-241098	04/01/2016	04/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ Included Emp Ben. \$ 1,000,000 LIMITED SINGLE LIMIT (Ea accident) \$ BODILY INJUR (Per person) \$ BODILY INJUR (Per occurrence) \$ PROPERTY DAMAGE (Ea accident) \$ \$
AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS HIRED AUTOS					
<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000		SEO-100042	04/01/2016	04/01/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	16WEOY1090	04/01/2016	04/01/2017	EACH ACCIDENT \$ 1,000,000 EACH DISEASE \$ 1,000,000 EACH DISEASE \$ 1,000,000 Crime Lmt \$ 100,000 Ded \$ 5,000
Crime		BCCR-45002275-20	04/01/2016	04/01/2017	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

10 days notice of cancellation will be given, except in the event of non-payment of premium, 10 days DNOC will be sent.
 SAMPLE CERTIFICATE FOR PROOF OF COVERAGE.

CERTIFICATE HOLDER

CANCELLATION

LOCATOR

Locator Services, Inc.
DBA Able Patrol & Guard
4616 Mission Gorge Place
San Diego, CA 92120

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert A. Cohen

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/17/2015

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PRODUCER BOB SEELOS, AGENT STATE FARM INSURANCE 5034 BONITA ROAD, SUITE D BONITA, CA 91902 		CONTACT NAME: BOB SEELOS PHONE (A/C, No, Ext): 619 475-5300 FAX (A/C, No): 619 475-5483 E-MAIL ADDRESS: bob.seelos.c4by@statefarm.com PRODUCER CUSTOMER ID #:	
INSURED ABLE PATROL AND GUARD SERVICES, INC 4616 MISSION GORGE PLACE SAN DIEGO, CA 92120-4133		INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25178	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS R17-2599-F11-55D	Y	Y	220 0346-A14-55A	07/14/2015	07/14/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	N/A		NOT COVERED BY STATE FARM INSURANCE			WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

IT IS AGREED THAT THE CITY OF NATIONAL CITY, ITS ELECTED OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSUREDS AS RESPECTS TO GENERAL LIABILITY AND AUTO LIABILITY WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

CERTIFICATE HOLDER

CANCELLATION

CITY OF NATIONAL CITY
NATIONAL CITY PUBLIC LIBRARY
1401 NATIONAL CITY BLVD
NATIONAL CITY, CA 91950

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

BOB SEELOS, AGENT

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/17/2015

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		NAIC # 25178	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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CERTIFICATE HOLDER

CANCELLATION

CITY OF NATIONAL CITY NATIONAL CITY PUBLIC LIBRARY 1401 NATIONAL CITY BLVD NATIONAL CITY, CA 91950	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE BOB SEELOS, AGENT

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 16 WE OY1090

Endorsement Number:

Effective Date: 04/01/15 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: LOCATOR SERVICES, INC

4616 MISSION GORGE PL
SAN DIEGO, CA 92120

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION
FROM WHOM YOU ARE REQUIRED BY
WRITTEN CONTRACT OR AGREEMENT
TO OBTAIN THIS WAIVER OF
RIGHTS FROM US.

BLANKET

Countersigned by _____

Authorized Representative

Form WC 04 03 06 (1) Printed in U.S.A.
Process Date: 04/07/15

Policy Expiration Date: 04/01/16

**FIRST AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
LOCATOR SERVICES, INC. DBA ABLE PATROL AND GUARD**

THIS FIRST AMENDMENT TO THE AGREEMENT, is entered into this first day of July, 2015, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and LOCATOR SERVICES, INC. DBA ABLE PATROL AND GUARD, a corporation (the "CONTRACTOR").

RECITALS

WHEREAS, the CITY and the CONTRACTOR (collectively referred to as the "Parties") entered into an Agreement on March 17, 2015, (the "Agreement") wherein the CONTRACTOR agreed to provide security guard service for the National City Public Library.

WHEREAS, the original term of the Agreement was for a period of 15 weeks through June 30, 2015.

WHEREAS, the amount paid for work performed during the original term of the Agreement is \$6,188.90.

WHEREAS, the Agreement allows for renewal of the Agreement for four (4) additional one-year terms, and such renewal is contingent upon mutual agreement between the Parties.

WHEREAS, the Parties desire to amend the Agreement to extend the term of the Agreement for one year, expiring June 30, 2016 for the not to exceed amount of \$40,000.


NOW, THEREFORE, the Parties hereto agree that the Agreement entered into on March 17, 2015, shall be amended to extend the term of the Agreement for one year, expiring June 30, 2016 for the not to exceed amount of \$40,000, for a total not to exceed amount of \$46,188.90.

The Parties further agree that with the foregoing exception, each and every term and provision of the Agreement dated March 17, 2015, shall remain in full force and effect.

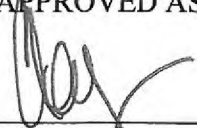
IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Agreement on the date and year first above written.

[Signature Page to Follow]

CITY OF NATIONAL CITY

By: 
Leslie Deese, City Manager

APPROVED AS TO FORM:


Claudia G. Silva
City Attorney

**LOCATOR SERVICES, INC. DBA
ABLE PATROL AND GUARD**

(Signatures of two corporate officers required)

By: 
(Name)

George Grauer
(Print)

President
(Title)

By: 
(Name)

George Grauer, Jr.
(Print)

Vice President
(Title)



June 21, 2016

STAFF REPORT

ITEM: Resolution of the City Council of the City of National City: 1. authorizing the Mayor to execute a second amendment to the Agreement with Able Patrol and Guard (for the provision of security guard service to the Library) to extend the term of the Agreement for one year, expiring June 30, 2017, for the not-to-exceed amount of \$40,000; 2. authorizing the City Manager to have authority to sign any future renewals beyond the period ending June 30, 2017 for amounts not to exceed \$50,000 for each one-year term.

BACKGROUND

Locator Services, Inc. dba Able Patrol and Guard (APG) has provided security guard services for San Diego's commercial and industrial facilities, hospitals, shopping centers, financial institutions, educational facilities, governments, businesses and organizations since 1964.

In 2014, APG was awarded a security service contract through a competitive bid process with the City of San Diego for security guard services at various city sites. The contract was for a period of one (1) year with options to renew for four (4) additional one-year periods, for a total duration not exceeding five (5) years.

In March 2015, pursuant to Cooperative Purchasing Section 2.60.260 of the National City Municipal Code, the City has entered into a 15-week agreement with APG to provide unarmed, uniformed security guard service for the Library for an amount not-to-exceed \$15,000 and ending June 30, 2015.

The Agreement for the pilot project includes a clause giving the City the option to renew the service for up to four (4) additional one-year terms corresponding with the City's fiscal year contingent on a mutual agreement between the City and the Contractor.

With this item, staff seeks Council's approval to amend the Agreement with APG to extend the security service procurement for one year, expiring June 30, 2017 for an amount not to exceed \$40,000.; and to grant the City Manager the authority to sign any future renewals beyond June 30, 2017 for amounts not to exceed \$50,000 for each one-year term.

SCHEDULE OF PERFORMANCE

APG provides thirty-seven (37) hours of service weekly to the Library with security guard shifts as follows:

Monday through Thursday: 1:15 – 8:15 pm

Saturday and Sunday: 12:45 – 5:15 pm

Compensation to be paid to Contractor is \$19.90 an hour with total annual amount not to exceed \$40,000. Any additional shifts required will be billed at the same hourly rate.

FISCAL IMPACT

The total cost of the Agreement is estimated not to exceed \$166,118.90 for the maximum duration of the Agreement.

Pilot period ending June 30, 2015	\$6,188.90
FY2015-2016	Not to exceed \$40,000
FY2016-2017	Not to exceed \$40,000
FY2017-2018	Not to exceed \$40,000
FY2018-2019	Not to exceed \$40,000

STAFF RECOMMENDATION

The pilot period that ended June 30, 2015 had been a very successful experiment. It allowed the Library to test drive the effectiveness of having a uniformed presence on premises to maintain order, protect property, assets and people, and deter illegal and inappropriate actions.

The presence of a guard at the Library since May has brought on peace of mind and a sense of overall security to the staff and patrons. While the service does come at a cost to the City, it is hard to overlook the “quality of life” benefits it brings. We recommend the City to continue with the security guard service and approve a second amendment to extend the Service Agreement with Able Patrol and Guard for another period ending on June 30, 2017.

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City: 1) accepting the work of EC Constructors, Inc. for the National City Aquatic Center Project, Specification No. 13-04; 2) approving the final contract amount of \$3,716,557.64; 3) ratifying releas

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: June 21, 2016

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City: 1) accepting the work of EC Constructors, Inc. for the National City Aquatic Center Project, Specification No. 13-04; 2) approving the final contract amount of \$3,716,557.64; 3) ratifying release of retention in the amount of \$180,754.04; and 4) ratifying the filing of the Notice of Completion for the project.

PREPARED BY: Stephen Manganiello

DEPARTMENT: Engineering & Public Works

PHONE: 619-336-4382

APPROVED BY: _____

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

Retention was paid through prior City Council appropriations.

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt Resolution

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Notice of Completion
3. Final Contract Balance
4. Resolution

EXPLANATION

The National City Aquatic Center Project, Specification No. 13-04, included construction of an approximately 4,700 square foot Aquatic Center adjacent to Pepper Park and Pier 32 Marina. The facility includes two multi-purpose classrooms that can be opened as one larger room; storefront/office space; locker rooms with showers and restrooms; boat and equipment storage; decorative lighting, landscaping and public art.

In July, 2013, the bid solicitation was advertised in local newspapers and posted on the City's website.

On August 20, 2013, eleven (11) sealed bids were received by the 11:00 a.m. deadline, opened and publically disclosed. Precise Construction Management was the apparent low bidder with a total bid amount of \$3,170,000.00. However, due to a clerical error, Precise Construction Management withdrew their bid.

Watkins Landmark Construction was the second apparent low bidder with a total bid amount of \$3,445,950.00. However, their bid was deemed "non-responsive".

EC Constructors, Inc. was the third apparent low bidder with a total bid amount of \$3,524,896.00. Upon review of all documents submitted and reference checks, EC Constructors' bid was responsive, and they were the lowest responsible bidder qualified to perform the work as described in the project specifications.

On September 17, 2013, the City Council adopted Resolution No. 2013-137 awarding the contract to EC Constructors, Inc. in the amount of \$3,524,896.00 and authorized a 15% contingency in the amount of \$528,734.40 for any unforeseen changes.

The Notice to Proceed with construction was issued on October 9, 2013, with a project completion date of October 27, 2014. Due to project delays, the actual date of completion was March 1, 2016. The Notice of Completion was signed by the Mayor on March 8, 2016 and subsequently filed with the San Diego County Recorder's Office.

The change orders issued for this project are detailed in the Final Contract Balance Report (see attached). The change orders increased the contract by \$191,661.64 (5.4%) for a final contract balance of \$3,716,557.64.

As a result of satisfactory completion of the project, staff recommends the following City Council actions: 1) accept the work of EC Constructors, Inc. for the National City Aquatic Center Project, Specification No. 13-04; 2) approve the final contract amount of \$3,716,557.64; 3) ratify release of retention in the amount of \$180,754.04; and 4) ratify the filing of the Notice of Completion for the project.

RECORDING REQUESTED BY
WHEN RECORDED MAIL TO:
NAME: CITY OF NATIONAL CITY
ADDRESS: 1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CA 91950

NOTICE OF COMPLETION

CALIFORNIA CIVIL CODE SECTION 3093

NOTICE IS HEREBY GIVEN of the completion on March 1, 2016 of the National City Aquatic Center Project, Specification No. 13-04

Work of improvement or portion of work of improvement under construction or alteration.

3300 Goesno Place, National City, CA 91950

Street Address

City

State

Zip Code

The undersigned owns the following interest or estate in said property: _____

Lease Hold

Nature of the interest or estate of owner (mortgagor, lessee, etc.)

Said work of improvement was performed on the property pursuant to a contract with:

EC Constructors, Inc.

Name of Original Contractor

The following work and material were supplied:


Labor provided: General Laborer. Materials: Concrete, masonry, steel, wood framing, carpentry, stucco, roofing, storefront, restroom and locker room improvements, painting, plumbing, electrical, mechanical, irrigation, landscaping, lighting, signing, striping.

General statement of kind of labor, services, equipment or materials

The names and addresses of co-owners are: N/A

Joint tenants, tenants in common, or other owners


Dated: March 8, 2016;


Signature of Owner – Mayor Ron Morrison

City of National City, 1243 National City Blvd., National City, CA 91950

I, the undersigned, say: I have read the foregoing Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 8, 2016 at National City, California.

Signature: 

RON MORRISON, MAYOR

Noc09-05



FINAL CONTRACT BALANCE

DATE: March 30, 2016
PROJECT: National City Aquatic Center,
Specification No. 13-04

TO:

ORIGINAL CONTRACT AMOUNT:	\$3,524,896.00
START DATE:	October 9, 2013
COMPLETION DATE:	March 1, 2016
ORIGINAL CONTRACT LENGTH:	260 Working Days
EXTENSION OF WORK DAYS:	332 Working Days
TOTAL CONTRACT TIME:	592 Working Days
FINAL CONTRACT AMOUNT:	\$3,716,557.64

DESCRIPTION:

The Final Contract Balance reports final line item amounts and summarizes all change orders to produce a final contract amount.

CHANGE ORDERS AND LINE ITEM ADJUSTMENTS:

Change Order #1 provided for surveying needed to define the utility easement for gas and electric service to the project. This Change Order total amount is \$ **5,087.00**.

Change Order #2 was issued due to re-permitting of the project plans to bring them to current building code. The update resulted in revisions to structural steel, rebar, concrete, anchor bolts and related details. This Change Order total amount was \$ **27,609.59**.

Change Order #3 authorized the contractor to perform additional work to remove the sidewalk adjoining the dock landing due to increased concrete thickness and foundations that were not anticipated during bid. This Change Order total amount was \$ **12,010.31**.

Change Order #4 addressed the removal and replacement of an unknown electrical service to the dock, provided for additional backfill and mulch above the irrigation system and provided for slurry backfill around electrical conduits. This Change Order total amount was \$ **25,830.17**.

Change Order #5 provided for the cost difference in light fixtures due to a bid allowance. The owner requested temporary banners due to the mariachi festival and the Port District requested a new domestic water service to serve the dock. This Change Order total amount was \$ **16,742.01**.

FINAL CONTRACT BALANCE

National City Aquatic Center

Specification No. 13-04

Change Order #6 provided for a new light pole foundation as the existing foundation was unsuitable. The City also required wheel stops to be added to the handicap parking spaces. This Change Order total amount is **\$ 2,158.39**.

Change Order #7 directed the Contractor to provide and install additional landscaping as directed by the design team. This Change Order total amount was **\$ 1,120.35**.

Change Order #8 directed the contractor to provide additional metal flashing to attach the acoustical ceiling to the framing in the supervisors' office. This change order also deleted the requirement to replace the fire hydrant on site and accepted a cost credit therefore. This Change Order total amount was **\$ -830.61**.

Change Order #9 was issued to accommodate a change to the base plate covers of the locker room benches. This Change Order total amount was **\$ 456.36**.

Change Order #10 was issued as a result of settlement negotiations. There were numerous change order requests received during construction that initially were not agreed upon. As a final settlement, the City agreed to pay for several of the prior change requests. This Change Order total amount was **\$101,478.07**.

CONTRACT ADJUSTMENT:

As a result of the above change orders, the contract price is adjusted as follows:

1. The final contract price is adjusted to **\$ 3,716,557.64**
2. As a result of the satisfactory completion of said project, a retention amount of **\$ 180,754.04** is set for invoice processing and payment upon the receipt of signatures and City Council's ratification of this agreement and the Notice of Completion.

This document and its purpose to balance payment shall be considered full compensation for furnishing and installing the materials, labor, tools and equipment, profit, overhead, and all incidentals for performing the work described above. EC Constructors will not be entitled to damages or additional payment for delays as described in the 2012 edition of the Standard Specifications for Public Works Construction, Section 6-6.3, for performing the work as described above.

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing, 1) the Mayor to execute Master Agreement Administering Agency-State Agreement for Federal-Aid Projects No. 11-5066F15 with the State of California Department of Transportation (Caltr

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: June 21, 2016

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing, 1) the Mayor to execute Master Agreement Administering Agency-State Agreement for Federal-Aid Projects No. 11-5066F15 with the State of California Department of Transportation (Caltrans) to incorporate various changes in Federal regulations and policies; 2) the Mayor to execute Program Supplement Agreement No. F011 with Caltrans for the El Toyon-Las Palmas Bicycle Corridor Project to allow for reimbursement of up to \$50,000 in eligible project expenditures for preliminary engineering through the Federal Active Transportation Program (ATP), and; 3) the appropriation of \$50,000 for the project.

PREPARED BY: Stephen Manganiello

DEPARTMENT: Engineering & Public Works

PHONE: (619) 336-4382

APPROVED BY: _____

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT

APPROVED: _____ **MIS**

Revenue Account No. 296-06579-3463

Expenditure Account No. 296-409-500-598-6579 (El Toyon-Las Palmas Bicycle Corridor)

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt the Resolution

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Master Agreement Administering Agency-State Agreement for Federal-Aid Projects
3. Program Supplemental Agreement
4. Resolution

Explanation

On December 10, 2014, the California Department of Transportation (Caltrans) awarded a \$375,000 Federal Active Transportation Program (ATP) grant to National City for the El Toyon-Las Palmas Bicycle Corridor Project. The State has allocated \$50,000 for the Project Approval and Environmental Documents (PA&ED) phase. On February 10, 2016, Caltrans issued an Authorization to Proceed to the City for the PA&ED phase, establishing the date for eligible reimbursement. The remaining balance, which will be used for final design and engineering, will be available pending completion of the PA&ED phase. Staff is pursuing grant opportunities to fund project construction. There is no local match requirement.

The project includes construction of a new bicycle corridor parallel to the east side of I-805 connecting El Toyon Park and Las Palmas Park. Improvements include Class III bike route pavement markings (sharrows) and signage; pedestrian curb ramps for ADA compliance; traffic calming measures such as pedestrian refuge islands, corner bulb-outs and pedestrian actuated flashing crosswalk signs; and storm water treatment infiltration areas.

Staff recommends the following City Council actions to allow for reimbursement of eligible project expenditures through the Federal ATP: 1) authorize the Mayor to execute Master Agreement Administering Agency-State Agreement for Federal-Aid Projects No. 11-5066F15 with Caltrans; 2) authorize the Mayor to execute Program Supplement Agreement No. F011 with Caltrans for the El Toyon-Las Palmas Bicycle Corridor Project, and; 3) authorize the appropriation of \$50,000 for the project.

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711
(916) 654-3883
Fax (916) 654-2408



May 13, 2016

File : 11-SD-0-NATC
ATPL-5066(032)
1.75 mile El Toyon-Las Palmas
Bicycle Corridor in National City

Mr. Stephen Manganiello
Director of Public Works
City of National City
1243 National City Boulevard
National City, CA 91950-4301

Dear Mr. Manganiello:

Enclosed are two originals for both the Administering Agency-State Agreement No. 11-5066F15, Program Supplement Agreement No. 011-F and an approved Finance Letter for the subject project. Please retain the signed Finance Letter for your records.

The Master Agreement has been revised to incorporate the various changes in regulations and policies.

Please sign both copies of these two Agreements and return them to this office, Office of Local Assistance - MS1 within 90 days from receipt of this letter. If the signed Agreements are not received back in this office within 90 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. ATTACH YOUR LOCAL AGENCY'S CERTIFIED AUTHORIZING RESOLUTION THAT CLEARLY IDENTIFIES THE PROJECT AND THE OFFICIAL AUTHORIZED TO EXECUTE THE AGREEMENT. A fully executed copy of the agreements will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreements are fully executed.

The State budget authority supporting the encumbered funds is only available for liquidation up to specific deadlines. These deadlines are shown on the attached Finance Letter as the "Reversion Date". Please ensure that your invoices are submitted at least 60 days prior to the reversion date to avoid any lapse of funds. If your agency is unable to seek reimbursement by this date you may request an extension through a Cooperative Work Agreement (CWA). A CWA is subject to final approval of the State Department of Finance. If approved, the CWA may extend the deadline for up to two years.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,

JOHN HOOLE, Chief
Office of Project Implementation - South
Division of Local Assistance

Enclosure

c: DLA AE Project Files
(11) DLAE - Erwin Gojuangc

ROAD MILE: 37 MAY 15 15
CITY OF NATIONAL CITY
ENG & PM DEPT.

DEPARTMENT OF TRANSPORTATION
DIVISION OF ACCOUNTING
LOCAL PROGRAM ACCOUNTING BRANCH

FINANCE LETTER

Date: 05/11/2016
D_CO_RT: 11-SD-0-NATC
Project No: ATPL-5066(032)
Adv Project Id: 1116000034
Period of Performance End Date: 12/31/2017
Agreement End Date: 09/30/2019

EA No:

Attention: City of National City

FINANCE ITEMS	PRO RATA OR LUMP SUM	TOTAL COST OF WORK	FEDERAL PART. CCST	FED. REIMB %	FEDERAL M3E2	LOCAL
Agency Preliminary Engineering - PA/ED	Lump Sum	\$50,000.00	\$50,000.00	100.00%	\$50,000.00	\$0.00
Totals:		\$50,000.00	\$50,000.00	0.00%	\$50,000.00	\$0.00

Fed. Partic: 100.00%

This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.

Signature:



Title: HQ Sr. Area Engineer

For questions regarding finance letter, contact:

Printed Name : Nahed Abdin

Telephone No: 916-653-7928

Remarks: RFA (PA/ED).with TC. Fed \$44,265 + TC \$5,735.

ACCOUNTING INFORMATION									Cooperative Work Agreement	
ADV. PROJECT ID	APPROP. UNIT	STATE PROG.	FED/STATE	ENCUMBRANCE AMOUNT	APPROP YEAR	EXPENDITURE AMOUNT	ENCUMBRANCE BALANCE	REVERSION DATE	APPROVED AMOUNT	EXPIRATION DATE
1116000034	16108F	2030720100	F	\$50,000.00	1516	\$0.00	\$50,000.00	06/30/21		

PROGRAM SUPPLEMENT NO. F011
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 11-5066F15

Adv Project ID **Date:** May 9, 2016
1116000034 **Location:** 11-SD-0-NATC
Project Number: ATPL-5066(032)
E.A. Number:
Locode: 5066

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on _____ and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

1.75 mile El Toyon-Las Palmas Bicycle Corridor in National City

TYPE OF WORK: Bike Path

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	M3E2	\$50,000.00	LOCAL	OTHER
\$50,000.00			\$0.00	\$0.00

CITY OF NATIONAL CITY

STATE OF CALIFORNIA
Department of Transportation

By Ron Morrison

Title Mayor

Date _____

Attest Michael Dalla, City Clerk

By _____
Chief, Office of Project Implementation
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer  Date 5/9/16 \$50,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION
PROGRAM SUPPLEMENT AND CERTIFICATION FORM
PSCF (REV. 01/2010)

Page 1 of 1

TO: STATE CONTROLLER'S OFFICE Claims Audits 3301 "C" Street, Rm 404 Sacramento, CA 95816	DATE PREPARED: 5/9/2016	PROJECT NUMBER: 1116000034
	REQUISITION NUMBER / CONTRACT NUMBER: RQS111600000432	

FROM: **Department of Transportation**

SUBJECT:
Encumbrance Document

VENDOR / LOCAL AGENCY:
CITY OF NATIONAL CITY

CONTRACT AMOUNT: \$50,000.00

PROCUREMENT TYPE:
Local Assistance

[illegible]

ADA Notifi For individuals with sensory disabilities, this document is available in alternate formats. For information, call (915) 654-6410 or TDD (916) -3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.

SPECIAL COVENANTS OR REMARKS

1. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.
- B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
- C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
- D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
- E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
- F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.
- G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform

SPECIAL COVENANTS OR REMARKS

Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal

SPECIAL COVENANTS OR REMARKS

year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

2. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

D. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

SPECIAL COVENANTS OR REMARKS

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

E. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid.

SPECIAL COVENANTS OR REMARKS

These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

G. As a condition for receiving federal-aid highway funds for PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

H. This PROJECT is programmed to receive Federal funding from the Active Transportation Program (ATP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. The start of reimbursable expenditures is restricted to the later of either 1) the effective date of the component specific allocation or the effective date of the federal obligation of funds.

I. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY also agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration and that STATE funds available for reimbursement will be limited to the amounts allocated by the California Transportation Commission and/or STATE.

J. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. Funds transferred between allocated project components retain their original timely use of funds deadlines, but an approved time extension will revise the timely use of funds criteria for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof. Documentation will consist of a Federal Highway Administration-approved "Authorization to Proceed" notification, a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

K. This PROJECT will be administered in accordance with the applicable CTC STIP guidelines and the Active Transportation Program guidelines as adopted or amended, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

L. The submittal of invoices for PROJECT costs shall be in accordance with the above-referenced publications and the following. The ADMINISTERING AGENCY shall invoice

SPECIAL COVENANTS OR REMARKS

STATE for environmental & permits, plans specifications & estimate, and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance, whichever occurs first, to make the final payment to the contractor and prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

M. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these Federal funds.

N. This PROJECT is subject to the timely use of funds provisions enacted by the ATP Guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below.

Funds allocated for the environmental & permits (E&P), plan specifications & estimate (PS&E), and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award.

O. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to comply with all reporting requirements in accordance with the Active Transportation Program Guidelines, as adopted or amended.

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
FEDERAL-AID PROJECTS

11 City of National City

District Administering Agency

Agreement No. 11-5066F15

This AGREEMENT, is entered into effective this _____ day of _____, 20____, by and between City of National City, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs; and

2. WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and

3. WHEREAS, before federal funds will be made available for a specific program project, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving federal funds for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific "Authorization/Agreement Summary", herein referred to as "E-76" document, is approved by STATE and the Federal Highway Administration (FHWA).
2. The term "PROJECT", as used herein, means that authorized transportation related project and related activities financed in part with federal-aid funds as more fully-described in an "Authorization/ Agreement Summary" or "Amendment/Modification Summary", herein referred to as "E-76" or "E-76 (AMOD)" document authorized by STATE and the Federal Highway Administration (FHWA).
3. The E-76/E-76 (AMOD) shall designate the party responsible for implementing PROJECT, type of work and location of PROJECT.
4. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive federal-aid funds from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these federal funds that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
5. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future authorizations/obligations and invoice payments for any on-going or future federal-aid project performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.
6. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of federal funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
7. Federal, state and matching funds will not participate in PROJECT work performed in advance of the approval of the E-76 or E-76 (AMOD), unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT. ADMINISTERING AGENCY agrees that it will only proceed with the work authorized for that specific phase(s) on the project-specific E-76 or E-76 (AMOD). ADMINISTERING AGENCY further agrees to not proceed with future phases of PROJECT prior to receiving an E-76 (AMOD) from STATE for that phase(s) unless no further federal funds are needed or for those future phase(s).

8. That PROJECT or portions thereof, must be included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".

9. ADMINISTERING AGENCY shall conform to all state statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

10. If PROJECT is not on STATE-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current LOCAL ASSISTANCE PROCEDURES.

11. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and, where appropriate, an executed Cooperative Agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.

12. When PROJECT is not on the State Highway System but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT.

15. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT who is not a consultant.

16. ADMINISTERING AGENCY shall submit PROJECT-specific contract award documents to STATE's District Local Assistance Engineer within sixty (60) days after contract award. A copy of the award documents shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY.

17. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within one hundred eighty (180) days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LOCAL ASSISTANCE PROCEDURES.

18. ADMINISTERING AGENCY shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

19. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM (Exhibit A attached hereto) and the NONDISCRIMINATION ASSURANCES (Exhibit B attached hereto). ADMINISTERING AGENCY further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of PROJECT-related work shall incorporate Exhibits A and B (with third party's name replacing ADMINISTERING AGENCY) as essential parts of such agreement to be enforced by that third party as verified by ADMINISTERING AGENCY.

ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a federal-aid PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights of way are available for construction purposes or will be available by the time of award of the construction contract.
2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by PROJECT. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.
3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY's right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from federal funds for expenditures incurred in purchasing only the necessary rights of way needed for the PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.
4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State's current LOCAL ASSISTANCE PROCEDURES and STATE's Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY's relocation program is realistic and adequate to provide orderly, timely and efficient relocation of PROJECT-displaced persons as provided in 49 CFR, Part 24.

6. ADMINISTERING AGENCY shall, along with recording the deed or instrument evidencing title in the name of the ADMINISTERING AGENCY or their assignee, also record an Agreement Declaring Restrictive Covenants (ADRC) as a separate document incorporating the assurances included within Exhibits A and B and Appendices A, B, C and D of this AGREEMENT, as appropriate.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.
2. Upon ADMINISTERING AGENCY's acceptance of the completed federal-aid construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and FHWA and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE and FHWA. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future federal-aid projects of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE and FHWA. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.
3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission (CTC).
2. STATE'S financial commitment of federal funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE's approved finance letter.
3. ADMINISTERING AGENCY may submit signed invoices in arrears for reimbursement of participating PROJECT costs on a regular basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.
4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six (6) months commencing after the funds are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six (6) month period.
5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
6. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursement of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
8. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess federal funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76 (AMOD).
10. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

11. The estimated total cost of PROJECT, the amount of federal funds obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES hereto with a finance letter, a detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.

12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of federal funds will be limited to the amounts authorized on the PROJECT specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

13. ADMINISTERING AGENCY shall use its own non-federal funds to finance the local share of eligible costs and all expenditures or contract items ruled ineligible for financing with federal funds. STATE shall make the determination of ADMINISTERING AGENCY's cost eligibility for federal fund financing of PROJECT costs.

14. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

16. Federal funds encumbered for PROJECT are available for liquidation for a period of six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or state funds not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance (per Government Code section 16304). The exact date of fund reversion will be reflected in the STATE signed finance letter for PROJECT.

17. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

18. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

19. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

20. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

21. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

22. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided hereunder or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty 30 days of demand, or within such other period as may be agreed to in writing between the PARTIES, STATE, acting through the State Controller, the State Treasurer, or any other public entity or agency, may withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may withhold approval of future ADMINISTERING AGENCY federal-aid projects.

23. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 22, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

24. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover State funds improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V
AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of ARTICLE V.
2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.
3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.
4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year. The Federal Funds received under a PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205.
5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.
6. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contract over \$10,000, or other contracts over \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)) on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions 5, 6, 17, 19 and 20 of ARTICLE IV, FISCAL PROVISIONS, and provisions 1, 2, and 3 of this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING RECORDS RETENTION AND REPORTS,

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner as required of all other PROJECT expenditures.

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with the LOCAL ASSISTANCE PROCEDURES.

ARTICLE VI - FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. By execution of this AGREEMENT, ADMINISTERING AGENCY certifies, to the best of the signatory officer's knowledge and belief, that:

A. No federal or state appropriated funds have been paid or will be paid, by or on behalf of ADMINISTERING AGENCY, to any person for influencing or attempting to influence an officer or employee of any STATE or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any STATE or federal contract, including this AGREEMENT, the making of any STATE or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any STATE or federal contract, grant, loan, or cooperative contract.

B. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this AGREEMENT, grant, local, or cooperative contract, ADMINISTERING AGENCY shall complete and submit Standard Form-LLL, "Disclosure Form to Rep Lobbying," in accordance with the form instructions.

C. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT and each PROGRAM SUPPLEMENT was or will be made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. ADMINISTERING AGENCY also agrees by signing this AGREEMENT that the language of this certification will be included in all lower tier sub-agreements which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

ARTICLE VII - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all state funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and the relevant Federal Regulations.
2. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
3. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE or the federal government.
4. Each project-specific E-76 or E-76 (AMOD), PROGRAM SUPPLEMENT and Finance Letter shall separately establish the terms and funding limits for each described PROJECT funded under the AGREEMENT. No federal or state funds are obligated against this AGREEMENT.
5. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT. ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
6. ADMINISTERING AGENCY certifies, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the work actually performed, or in STATE's discretion, to deduct from the price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
7. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
8. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE, FHWA or Federal Transit Administration (FTA) that may have an impact upon the outcome of this AGREEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of this AGREEMENT.
9. ADMINISTERING AGENCY hereby certifies that it does not have nor shall it acquire any financial or business interest that would conflict with the performance of PROJECT under this AGREEMENT.

10. ADMINISTERING AGENCY certifies that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the work actually performed, or to deduct from the PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

12. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT.

13. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

14. Neither STATE nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under, or in connection with, any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. STATE reserves the right to terminate funding for any PROJECT upon written notice to ADMINISTERING AGENCY in the event that ADMINISTERING AGENCY fails to proceed with PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT, the bonding requirements if applicable, or otherwise violates the conditions of this AGREEMENT and/or PROGRAM SUPPLEMENT, or the funding allocation such that substantial performance is significantly endangered.

16. No termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if not reasonably susceptible of cure within said thirty (30) day period, ADMINISTERING AGENCY proceeds thereafter to complete the cure in a manner and time line acceptable to STATE. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

17. In case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT, the terms stated in that PROGRAM SUPPLEMENT shall prevail over those in this AGREEMENT.

18. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

19. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT by their duly authorized officers.

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

City of National City

By _____

By _____

Ron Morrison, Mayor

Chief, Office of Project Implementation
Division of Local Assistance

City of National City
Representative Name & Title
(Authorized Governing Body Representative)

Date _____

Date _____

EXHIBIT A

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

EXHIBIT B

NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO EXHIBIT B

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

(1) Compliance with Regulations: ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (:) (and) *

(2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (:) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO EXHIBIT B

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO EXHIBIT B

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City: 1) accepting the work of MA Stevens Construction, Inc. for the National City Public Library Improvements Project, CIP No. 15-08, 2) approving the final contract amount of \$872,798.55, 3) authori

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: June 21, 2016

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City: 1) accepting the work of MA Stevens Construction, Inc. for the National City Public Library Improvements Project, CIP No. 15-08, 2) approving the final contract amount of \$872,798.55, 3) authorizing release of retention in the amount of \$43,639.93, and 4) authorizing the Mayor to sign the Notice of Completion for the project.

PREPARED BY: Jose Lopez, Junior Engineer-Civil

DEPARTMENT: Engineering & Public Works

PHONE: 619-336-4312

APPROVED BY: _____

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

Retention is available through prior City Council appropriations.

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt Resolution

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Notice of Completion
3. Final Contract Balance Sheet
4. Resolution

Explanation to be attached

Notice of Completion to be attached

Final Contract Balance to be attached

The following page(s) contain the backup material for Agenda Item: Resolution of the City of National City approving and ratifying a Memorandum of Agreement (“MOA”) authorizing the Police Department to participate in the Operation Alliance Task Force (OATF) through the California Boarder Alliance Group, Southwest Border

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: June 21, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City of National City approving and ratifying a Memorandum of Agreement ("MOA") authorizing the Police Department to participate in the Operation Alliance Task Force (OATF) through the California Border Alliance Group, Southwest Border High Intensity Drug Trafficking Area ("HIDTA") and authorizing the acceptance of HIDTA grant in the amount of \$148,000 and establishment of appropriation and corresponding revenue budget. This multi-year agreement shall remain in effect from year to year as long as each agency continues to participate in a CBAG HIDTA Initiative and the HIDTA fund remains available. The funding will pay for two (2) National City Police Officers' salary, benefits, overtime, and vehicle allowance in the amount of \$148,000.

PREPARED BY: Manuel Rodriguez

DEPARTMENT: Police

PHONE: (619) 336-4510 |

APPROVED BY: 

EXPLANATION:

The Operation Alliance Task Force (OATF) investigates narcotics smuggling, transportation and distribution groups along the California Mexico border based on proactive case development and post seizure analysis of all seizures made by elements of the U.S. Department of Homeland Security (DHS). OATF is comprised of federal, state, and local agencies. The National City Police Department will dedicate two investigators to the task force and the MOA will pay for the officer's salary, benefits, overtime, and vehicle allowance in the amount of \$148,000. These positions are funded only as long as the funds from HIDTA are available, otherwise the positions would be terminated. No local match funding is required for this grant.

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO. |

APPROVED: _____ MIS

290-11656-3463 (Revenue)
290-411-656-*. *

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Approve Resolution.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

MOA
Budget Detail Report |

NATIONAL CITY PD



California Border Alliance Group

Southwest Border High Intensity Drug Trafficking Area



Memorandum of Agreement Multi-Year

2009/CBAG

The Office of Drug Control Policy (ONDCP) has awarded a HIDTA Grant, to the San Diego Sheriff's Department (SDSD), Chula Vista Police Department (CVPD) and the California for a Drug Free Youth (CADFY), on behalf of all State and Local Law Enforcement Agencies participating in the California Border Alliance Group (CBAG). These funds shall be used as designated in each agency's CBAG recommended and ONDCP approved budget for that Initiative(s).

Scope of Service

The services carried out under this memorandum of agreement shall be consistent with those contained in the Initiative Proposal and Budget as approved for funding by ONDCP. Changes shall not be made in the subject or the proposed objectives and products of Initiative activities without prior written approval from the CBAG Director acting on behalf of the Executive Committee.

Reprogramming of Funds

Reprogramming of funds requires different levels of approval based on the amount to be reprogrammed and whether the reprogramming is intra agency or intra initiative. In all cases the recipient agency is responsible for maintaining detailed records of the reprogramming activities and forwarding a request for authorization to the CBAG Director.

Reporting Requirements

A final report of initiative expenditures shall be submitted to CBAG within thirty (30) days after the close of the approved period of the HIDTA Grant. Interim financial reports shall be submitted to CBAG by the 30th day following the ending of each quarter. It is understood that these reports are required by ONDCP.

The financial report shall contain expenditures / costs by cost categories of the approved initiative budget and the comparison of actual expenditures / costs against budget estimates. Failure to submit reports on a timely basis may result in the interruption or termination of the initiative funding for that agency. Timely submittal of invoices, with documentation of expenditures, for reimbursement meets this reporting responsibility.

Detailed information on the financial reporting requirements are found in the HIDTA Program Guidance, and the HIDTA Financial Management Standards.

Invoicing

Each agency shall invoice once per quarter for expenditures incurred. Invoices shall report each initiative separately and contain the expenditures by category with the agency providing the required documentation. Equipment (any item costing \$1,000 or more, including software) should be identified by item description, serial number and cost. A CBAG inventory bar code tag will be issued for each item. Each agency shall maintain the item in their inventory and place the CBAG tag on each item. This will assist us in meeting ONDCP's requirement for a HIDTA Equipment Book.

Memorandum of Agreement

Certification:

ONDCP, as a condition of funding, requires agencies to certify that those positions funded under the HIDTA Program for salary and benefits would not be filled if it were not for these HIDTA funds. Agency heads, by agreeing to this MOA, are agreeing to submit that certification on agency letterhead using the language provided by ONDCP. A position Description is also required.


Acceptance:

Acceptance of this MOA by participating agencies is acceptance of all standards and conditions of the HIDTA Grant. In order to meet ONDCP HIDTA Guidance, the CBAG Director's Office will conduct an annual audit of HIDTA expenditures of all participating agencies, primarily by reviewing the documentation submitted with each invoice, but supplemented by actual review of original documents.

This MOA shall be a multi-year agreement effective upon signature of both agencies and shall remain in effect from year to year as long as each agency continues to participate in a CBAG HIDTA Initiative and HIDTA funds remain available from ONDCP or either agency provides 120 days written notice to terminate.

Participating Agency:

National City Police Department


Alberto Gonzalez, Chief
Adelle

03-09-2010
Date

Fiscal Agents:

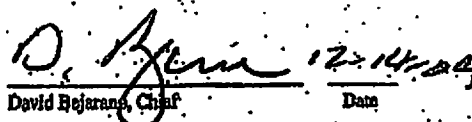
San Diego Sheriff's Department


William D. Gore, Sheriff

12/01/09
Date

Fiscal Agents:

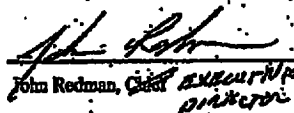
Chula Vista Police Department


David Rejarano, Chief

12-14-09
Date

Fiscal Agents:

California for Drug-Free Youth (CADFY)


John Redman, Chief

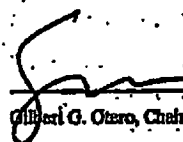
12/08/09
Date

CONCURRENCES:

California Border Alliance Group (CBAG)


Kean McAdams, Director

1/11/10
Date


Gilbert G. Otero, Chief

1/13/10
Date

4a. Budget Detail

2016 - SWB HIDTA San Diego Imperial Valley

All Initiatives, Award Recipients and Resource Recipients

Input		\$148,000.00	
Personnel	Quantity	Amount	Comments
Investigative - Law Enforcement Officer	2	\$100,000.00	
Total Personnel	2	\$100,000.00	
Fringe	Quantity	Amount	Comments
Investigative - Law Enforcement Officer	2	\$24,000.00	
Total Fringe	2	\$24,000.00	
Overtime	Quantity	Amount	Comments
Investigative - Law Enforcement Officer	2	\$18,000.00	
Total Overtime	2	\$18,000.00	
Services	Quantity	Amount	Comments
Vehicle allowance	1	\$6,000.00	
Total Services	1	\$6,000.00	
Total Budget		\$148,000.00	

Budget Detail

2016 - SWB HIDTA San Diego Imperial Valley

Initiative - Operation Alliance Joint Task Force

Award Recipient - San Diego Sheriff's Department (G16SC0001A)

Resource Recipient - National City Police Department

Input		\$77,000.00	
Personnel	Quantity	Amount	Comments
Investigative - Law Enforcement Officer	1	\$50,000.00	
Total Personnel	1	\$50,000.00	
Fringe	Quantity	Amount	Comments
Investigative - Law Enforcement Officer	1	\$12,000.00	
Total Fringe	1	\$12,000.00	
Overtime	Quantity	Amount	Comments
Investigative - Law Enforcement Officer	1	\$9,000.00	
Total Overtime	1	\$9,000.00	
Services	Quantity	Amount	Comments
Vehicle allowance	1	\$6,000.00	
Total Services	1	\$6,000.00	
Total		\$77,000.00	

Budget Detail

2016 - SWB HIDTA San Diego Imperial Valley

Initiative - Cross Border Violence Task Force

Award Recipient - San Diego Sheriff's Department (G16SC0001A)

Resource Recipient - National City Police Department

Input		\$71,000.00	
Personnel	Quantity	Amount	Comments
Investigative - Law Enforcement Officer	1	\$50,000.00	
Total Personnel	1	\$50,000.00	
Fringe	Quantity	Amount	Comments
Investigative - Law Enforcement Officer	1	\$12,000.00	
Total Fringe	1	\$12,000.00	
Overtime	Quantity	Amount	Comments
Investigative - Law Enforcement Officer	1	\$9,000.00	
Total Overtime	1	\$9,000.00	
Total		\$71,000.00	

Budget Detail

Total All Budgets

\$148,000.00

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the City Council to waive the formal bid process pursuant to National City Municipal Code section 2.60.220, subsection (B), sole source procurement, for the Police Department's purcha

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: June 21, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the City Council to waive the formal bid process pursuant to National City Municipal Code section 2.60.220, subsection (B), sole source procurement, for the Police Department's purchase of seventy (70) body worn cameras, cloud based storage of digital evidence, and internet data management through Evidence.com, including support services and onsite training to assist with implementation from Taser International, Inc. and authorize the City to award the purchase and authorize the Mayor to execute a five-year contract in the amount of \$350,890.58 with Taser International, Inc.

PREPARED BY: Robert Rounds, Police Lieutenant

DEPARTMENT: Police

PHONE: (619) 336-4433

APPROVED BY:

EXPLANATION:

See Police Staff Report Attachment # A

FINANCIAL STATEMENT:

APPROVED: Finance

ACCOUNT NO.

APPROVED: MIS

Funds are appropriated in the following accounts:

FY16 - 001-411-000-518 (Public Safety Equipment) \$120,000.00

FY17 - 001-411-000-299 (Contract Services) \$50,000.00

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Approve the Resolution

BOARD / COMMISSION RECOMMENDATION:

N/A.

ATTACHMENTS:

Attachment "A": Staff Report and attached Exhibit 1, sole source letter.

Attachment "B": Agreement with Taser International, Inc. and attached Exhibits: Scope of Services, Taser Master Services and Purchasing Agreement, Taser Quotation #Q-53527-3

Attachment "C": Draft of Police Department Body Worn Camera Department Operating Procedure

NATIONAL CITY POLICE DEPARTMENT
Inter-Departmental Memorandum

DATE: June 9, 2016

TO: Manuel Rodriguez, Chief of Police

FROM: Robert Rounds, Police Lieutenant

SUBJECT: Resolution of the City Council of the City of National City authorizing the City Council to waive the formal bid process pursuant to National City Municipal Code (NCMC) section 2.60.220, subsection (B), for the police department's purchase of seventy (70) body worn cameras, cloud based storage of digital evidence, and internet data management through Evidence.com, including support services and onsite training to assist with implementation, from Taser International, Inc.

SUMMARY:

The police department requests authorization to enter into a five year contract with Taser International, Inc. beginning on July 1, 2016 to include the purchase of seventy (70) Body Worn Cameras (BWCs), requisite docking stations, data storage, and data management services from Evidence.com. Based on the terms of the contract, Taser International, Inc. will provide the Police Department with 11.06 Terabytes of pooled storage.

It is recommended the City Council approve the Resolution of the City Council of the City of National City authorizing the City Council to waive the formal bid process pursuant to National City Municipal Code (NCMC) section 2.60.220, subsection (B) (sole source) for the purchase of seventy (70) BWCs, video storage, and related support and implementation services and award the contract to Taser International, Inc. as part of a comprehensive BWC program.

BACKGROUND:

The use of BWCs has been a growing national trend for law enforcement agencies due to recent high profile events. BWCs have been shown to protect people who make legitimate complaints, but also protect law enforcement agencies when people file false allegations of misconduct or excessive use of force against police officers wearing BWCs.

From July 2015 through January 2016, the Police Department field tested and evaluated BWCs from the following manufacturers: WolfCom, VieVu, Watchguard, and Taser International, Inc. In addition, the Police Department interviewed representatives from other San Diego County law enforcement agencies who currently utilize BWCs, as well as representatives from the San Diego County District Attorney's Office. The manufacturer Taser International Inc. stood out as the industry leader in BWC technology specifically designed for police use and thus best suited to meet the National City Police Department's needs. The Taser International, Inc. BWC is rugged, offers high quality recordings, and ease of evidence handling with their secure cloud-based digital evidence management system named Evidence.com.

The Police Department staff recommends the use of Taser International, Inc. BWCs based on the fact that Taser International, Inc. is the only vendor who offers all of the following services to meet the Police Department's needs as part of its proposed five-year contract:

- Taser International, Inc. offers two models of BWCs – a chest mounted option and a head mounted option.
- Taser International, Inc. offers no-cost equipment upgrades of all cameras and docking stations every two and a half years based upon the terms of the proposed contract.
- Taser International, Inc. offers a full warranty on all cameras and docking stations based upon the terms of the proposed contract.
- Taser International's BWCs offer instant video review by officers in the field via "bluetooth" connectivity over a smart phone device. This is useful for report writing and complaint resolution. Officers cannot edit, delete, or tamper with videos in any manner.
- Taser International, Inc. offers a proprietary tamper-proof design by which videos can only be uploaded to cloud-based servers via a docking station or computer. There are no data cards or drives to be removed, damaged, or lost. There are no cables to plug into a computer.
- Taser International, Inc. BWCs are designed to be used in conjunction with multi-port docking stations which offer ease of use for the automatic uploading of videos and recharging the cameras. Other manufacturers require the use of individual cables and computers for saving data and charging devices, which is inefficient for the officers.
- Taser International, Inc. offers internet-based "cloud" storage of videos via their Evidence.com program.
- Evidence.com storage and digital evidence management system eliminates the need for expensive and complex digital evidence storage servers which must be maintained by the City's MIS Department.
- Evidence.com includes several layers of security which meet federal government "cloud" security standards and provides audit information and chain of custody details regarding the video evidence.
- Video evidence can be managed via the Evidence.com database and videos can be saved or deleted according to retention schedules based upon establish city policies and the law.
- The amount of data storage included under Taser International, Inc.'s "Ultimate" plan is 40 Gigabytes per license. Each camera holds a license. The total data for all licenses are "pooled" together for a total of 2.66 Terabytes. In addition, the contract includes an additional purchase 8.4 Terabytes of "pooled" storage; for a grand total of 11.06 Terabytes of data storage. Based on the data usage of other agencies deploying a similar number of BWCs, this amount of data is believed to be more than adequate.
- The police department is not penalized if the data storage exceeds 11.06 Terabytes. Instead, Taser International, Inc. will bill the City for any extra storage at a rate of .75 cents per Gigabyte. Any overage fees are not auto billed. Instead, Taser International Inc. would work with the police department to help lower data usage through best practices conversations.
- Should the police department require a higher data plan in subsequent years, the additional data cost would be added to the contract with the same annual payment schedule.

- Taser International, Inc.'s Evidence.com data management system allows the police department to monitor and track the amount of data storage being used in real time.

Several law enforcement agencies in San Diego County either currently use Taser International, Inc. BWCs or will be using them in the near future. Some of these agencies include, but may not be limited to: the San Diego Police Department, Chula Vista Police Department, Coronado Police Department, Escondido Police Department, and the Carlsbad Police Department. Two of National City's neighboring law enforcement agencies to the north and south (San Diego Police Department and Chula Vista Police Department) both use the Taser International, Inc. BWCs and the Evidence.com data management system. Regional BWC standardization with the San Diego Police Department and Chula Vista Police Department will improve efficiency when sharing evidence when multi-agency events occur. It also adds to existing countywide collaborative efforts such as shared domestic violence, pursuit, and officer involved shooting response protocols. The San Diego Police Department and Chula Vista Police Department are not set up to electronically share, send, or receive BWC video evidence using any other manufacturer.

The San Diego County District Attorney's office has an Evidence.com license and already works with agencies using the Evidence.com data management system to receive digital evidence (including BWC videos, still digital photographs, and audio recordings) using the Evidence.com portal. This provides seamless integration for the National City Police Department to share evidence for cases via an email link to the San Diego County District Attorney's office. This feature eliminates the need for the National City Police Department Property and Evidence Unit to burn compact discs (CDs) and physically deliver them to the San Diego County District Attorney's office in Chula Vista. The San Diego County District Attorney's office is not set up to electronically share, send, or receive BWC video or other digital evidence using any other manufacturer.

As part of the BWC implementation project, the Police Department is finalizing a department operating procedure that will, among other things, direct officers when to turn on the cameras, when not to use cameras, how the collected data is to be stored, and who can access the footage and when. Over the past six months, the Police Department conducted presentations at the three Neighborhood Councils, the National City Community Police Relations Committee, and the City Council of the City of National City to share plans for the implementation of the BWC program and to solicit feedback. Feedback was overwhelmingly positive. Surveys completed by the Police Executive Research Form (PERF) with law enforcement executives around the country have shown that agencies who engaged their residents in a positive manner regarding the deployment of body-worn cameras were largely supported by the community.

If the contract with Taser International, Inc. is approved by City Council, the Police Department intends to implement the use of BWCs by uniformed officers as early as October 2016.

PROCUREMENT PROCESS AND SOLE SOURCE BASIS

The Police Department is requesting to waive the competitive formal bid requirement pursuant to NCMC section 2.60.220(B). Sole source procurements may be used "when there is only one source from which a particular commodity is available and there is no adequate substitute." In addition, it may be used when "it is clear that competitive bidding will not produce any

competitive advantage or would be impractical or not meet any urgent procurement need.” Based on the Police Department’s research, the Taser International body worn cameras and cloud storage through Evidence.com meet the Police Department’s needs, there is no adequate substitute, and are unique from other body cameras and data management systems in that Taser International, Inc. is the only company that offers all of the following unique features together in one package:

- 143-degree lens.
- 12+ hours of battery operation per shift (even in recording mode).
- Video playback on mobile devices in the field via Bluetooth pairing.
- Retina Low Light capability sensitive to less than 1 lux.
- Audio tones and haptic (vibration) notification to alert user of usage.
- Audio mute during recording option.
- Wi-Fi capability.
- High, medium, and low quality recording available (customizable by the agency).
- Up to two-minute buffering period to record footage before pressing record button with the ability to have sound attached.
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available.
- LED lights to show current battery level and operating mode
- Camera replacement to the most updated camera version every 2.5 years with a full warranty for the length of the contract.
- Data management in the field using the Evidence.com mobile application for smartphone devices.
- Automatic charging and uploading of data to the Evidence.com data management system using a docking station through an internet connection without the need for a stand-alone computer.
- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed.
- SaaS model reduces security and administration by local IT staff: no local installation required.
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement.
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals.
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support.
- Automated category-based evidence retention policies assists with efficient database management.
- Ability to recover deleted evidence within seven days of deletion.
- Requires no proprietary file formats.
- Secure digital evidence sharing (including body worn camera footage, videos, photos, and/or audio recordings using the Evidence.com data management system with other agencies such as the San Diego District Attorney’s Office, San Diego Police Department and Chula Vista Police Department.

- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff.
- Taser International, Inc. offers an available upgrade to link with the police department's Computer Aided Dispatch system in order to automatically tag metadata information for the body worn camera videos. The cost of the upgrade is \$15 per month per license, totaling \$12,600.00 per year. The Police Department is not initially requesting to purchase this upgrade. The Police Department intends to perform a cost-benefit analysis for this service at a later date to determine if the service is worthwhile.

See Exhibit 1, "Sole Source Letter for TASER International, Inc.'s Axon brand products and Evidence.com Data Management Solutions," for a comprehensive list of its unique goods and services.

FISCAL IMPACT:

The total five-year contract is \$350,890.58, including all equipment, warranties, data storage and management, and training and consultation services costs. In the first fiscal year, the total cost is \$109,763.06, which includes the one-time purchase of the BWCs and equipment, as well as data storage.

Taser International, Inc. offered the Police Department a \$200.00 discount per license for the Ultimate Evidence.com data storage and management plan for the first year. The discount totals \$14,000.00.

The cost breakdown of the five-year contract is as follows:

	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	5 YEAR TOTAL
Equipment (w/shipping)	\$45,760.00					\$45,760.00
Service & Storage Costs	\$56,776.00	\$55,776.00	\$55,776.00	\$55,776.00	\$55,776.00	\$283,880.00
Taxes	\$7,227.06	\$4,368.60	\$4,368.60	\$4,368.60	\$4,368.60	\$24,701.46
Estimated shipping						\$549.12
Total Cost	\$109,763.06	\$60,144.60	\$60,144.60	\$60,144.60	\$60,144.60	\$350,890.58

ENVIRONMENTAL IMPACT:

This proposed activity has been reviewed for compliance with the California Environmental Quality Act (CEQA) found under the California Code of Regulations, Title 14, Division 6, Chapter 3, Article 20, Section 15378 and is has been determined that the activity is not a "Project" as defined under the Code because it will not result in a physical change in the environment. In addition, the activity does not constitute a "Project" within the meaning of the California Public Resources Code Section 21065 in that it has no potential cause to either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. Therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activating is not subject to CEQA. Thus, no environmental review is necessary.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

EXHIBITS:

Exhibit "1": "Sole Source Letter for TASER International, Inc.'s Axon brand products and Evidence.com Data Management Solutions."

Attachment "B" – SCOPE OF SERVICES

Vendor shall provide the Services indicated below for the City of National City Police Department with this Agreement based on the following payment schedule:

	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	5 YEAR TOTAL
Equipment (w/shipping)	\$45,760.00					\$45,760.00
Service & Storage Costs	\$56,776.00	\$55,776.00	\$55,776.00	\$55,776.00	\$55,776.00	\$283,880.00
Taxes	\$7,227.06	\$4,368.60	\$4,368.60	\$4,368.60	\$4,368.60	\$24,701.46
Estimated shipping						\$549.12
Total Cost	\$109,763.06	\$60,144.60	\$60,144.60	\$60,144.60	\$60,144.60	\$350,890.58

I. Full description of Services:

The City of National City Police Department seeks to implement seventy (70) Body Worn Cameras.

Subsequent to the initial order of sixty-five (65) Axon Body 2 and five (5) Axon Flex body worn cameras, no guarantee is made that the sixty-five (65) Axon Body 2 and five (5) Axon Flex cameras will be under active service over the term of this agreement.

No guarantee is made that additional cameras will be purchased or under active service over the term of this agreement.

A. System Requirements and Software:

1. Most current software system(s) available: Evidence.com.
2. Video playback on mobile devices.
3. Low light capabilities for the body worn cameras.
4. Variable recording quality options.
5. A 30 second to two minute buffering period to record footage before activation; including the option to sound with the video during the buffering period.
6. Twelve plus hours of continuous record time with a single battery, no extra charging required.
7. Provide a hosted data management system that allows for management and sharing of digital evidence without altering the original recording.
8. Customizable controlled access to the evidence system.
9. Allows for adding meta-data to videos, pictures, and audio recordings; such as: Category, Title, Report Number, Officer Name, Date/Time, Miscellaneous Notes, or GPS data.
10. Stores and supports all major digital files: .mpeg, .doc, .pdf, .jpeg, .wav, .mp4, etc....
11. Searchable fields including category based fields.
12. Ability to create tags, markers, and clips.
13. Automated category based evidence retention ability.
14. Ability to recover deleted evidence for a minimum of seven days.
15. Requires no proprietary file formats.
16. Ability to upload files directly to the data management system.
17. Secure encryption of data during transfer and storage.
18. Storage includes geo-dispersed redundant back up. Fault and disaster tolerant infrastructure in at least four redundant data centers with a minimum separation 1000 miles
19. Automatically tracks all system and user activity.
20. Generates real-time audit reports in PDF format to show chain of custody for evidence.
21. Case creation for multiple evidence files.
22. Allows users to capture digital evidence and upload files to the data management system from the field.
23. Free app for mobile devices.
24. Stored data protection is CJIS and ISO 27001 compliant.

25. With no on-site application, evidence is protected from local malware that may penetrate agency infrastructure.

B. EQUIPMENT: - Axon Body 2 and Axon Flex cameras

1. Sixty-five (65) Axon Body 2 cameras.
2. Five (5) Axon Flex cameras.
3. "Spare Product" = Three (3) spare Axon Body 2 and one (1) spare Axon Flex cameras to keep at the National City Police Department to replace broken or non-functioning units in order to maintain the consistency of the body worn camera program.
4. 130 degree field of view lens on cameras.
5. Ability to charge and upload data simultaneously from a single device.
6. No computer necessary to upload data.
7. No local storage infrastructure or software needed.
8. Ability to mount the camera in multiple locations on the body.
9. Tactical design.
10. The TASER Assurance Plan (TAP) Officer Safety Plan; including the benefits of the Evidence.com Ultimate License for the Axon Body 2 and Flex cameras and Axon Capture generated data in Evidence.com, TAP for the Evidence.com docking stations.
 - a) Upgrades at no extra charge to purchased Axon Body 2 and Flex cameras and docking stations at years 2.5 and 5 under TAP.
 - b) Five (5) years total warranty coverage.
 - c) Ultimate Evidence.com data plan includes 40 GB storage per user license (which is pooled together for all users).
 - d) Additional 8400 GB pooled storage purchased by the City at extra charge (.75 cents per GB = 120 GB per user license).
 - e) No penalty if users exceed contracted storage.
 - (1) Additional storage will be charged to City by TASER at .75 cents per GB.
11. Sixty-five (65) magnet mounts for the Axon Body 2 cameras.
12. Five (5) ratchet collar/versatile/cap mounts for the Axon Flex cameras.
13. Five (5) controller holster belt clips for the Axon Flex cameras.
14. Ten (10) Axon 6-bay docking stations (including wall-mount brackets).
15. One (1) 6-bay docking station for the Axon Flex cameras (including wall-mount bracket).

C. DEDICATED TRAINED REGIONAL SUPPORT MANAGER:

TASER will provide the following to the CITY:

1. Assistance with inventory management.
2. Assistance ordering equipment/supplies.
3. Assistance returning equipment/supplies.
4. Repairs and upgrades to equipment as outlined in the contract.
5. Implementation and training outlined in the Performance Plus Service agreement:
 - a) System set up and configuration.
 - (1) Setup Axon® Mobile on smart phones (if applicable).
 - (2) Configure categories & custom roles based on Agency need.
 - (3) Troubleshoot IT issues with Evidence.com and Evidence.com Dock (Dock) access.
 - (4) Work with IT to install EVIDENCE Sync software on locked-down computers (if applicable).
 - (5) One on-site session Included
 - (6) Virtual Assistance Included
 - b) Dock Installation.
 - (1) Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary.

- (2) Authenticate Dock with Evidence.com using "admin" credentials from Agency.
- (3) Work with Agency's IT to configure its network to allow for maximum bandwidth and proper operation within Agency's network environment.
- (4) On site Assistance Included
- (5) Virtual Assistance Included
- c) Dedicated Project Manager.
 - (1) Assignment of a specific TASER representative for all aspects of planning the Product rollout (Project Manager).
- d) Weekly Project Planning Meetings.
 - (1) Project Manager will develop a Microsoft Project plan for the rollout of Axon camera units.
 - (2) Docks and Evidence.com account training based on size, timing of rollout and Agency's desired level of training.
 - (3) Up to 4 weekly meetings leading up to the Evidence.com Dock installation of not more than 30 minutes in length.
- e) Best practice implementation planning session—One on-site session to:
 - (1) Provide considerations for establishment of video policy and system operations best practices based on TASER's observations with other agencies.
 - (2) Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management.
 - (3) Provide referrals of other agencies using the Axon camera products and Evidence.com services
 - (4) Create project plan for larger deployments.
 - (5) Recommend rollout plan based on review of shift schedules.
- f) Implementation document packet.
 - (1) Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide.
- g) Post go live review session.

D. TRAINING

In accordance with the TASER Master Services and Purchasing Agreement and the Premium Plus Service Agreement, TASER will provide the following:

- 1. System Admin and troubleshooting training sessions.
 - a) Two on-site sessions—each providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com.
- 2. Axon instructor training.
 - a) Prior to general user training on Axon camera systems and Evidence.com services, TASER's on-site professional services team will provide training for instructors who can support the Agency's subsequent Axon camera and Evidence.com training needs.
- 3. End user go live training and support sessions.
 - a) Provide individual device set up and configuration assistance; pairing with viewers when applicable; and training on device use, Evidence.com and EVIDENCE Sync.

E. SUPPORT

Provided at no extra cost.

- 1. Support available 365 days per year, 24 hours per day, seven days per week (24/7).
- 2. Remote trouble shooting as required.
- 3. Dedicated customer service department with a toll free number.

4. Technology upgrades (including equipment) as outlined in the agreement period.
5. Dedicated information security department that protects evidence storage with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities.
6. Integration services as needed – complex integrations may require additional services.
7. Library of accessible training information.

F. PERFORMANCE GUARANTEE

1. Prices offered, including maintenance, supplies, training, and upgrades shall be guaranteed and available to the City of National City throughout the agreement period.

II. Dates and location where Services will take place (including time schedule and/or milestone dates if appropriate)

- A. Consultation and training dates to be determined by the National City Police Department and Taser International, Inc.
- B. Location: National City Police Department, 1200 National City Blvd, National City, CA 91950.

Vendor Contact:

Dan Hilderman
Senior Regional Manager
Mobile: 858.922.5914
dhilderman@taser.com

TASER International

Protect Life. Protect Truth.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax:

Robert Rounds
(619) 336-4433
(619) 336-4525
rrounds@nationalcityca.gov



Quotation

Quote: Q-53527-3
Date: 5/2/2016 11:35 AM
Quote Expiration: 6/30/2016
Contract Start Date*: 7/15/2016
Contract Term: 5 years

AX Account Number:
106266

Bill To:
National City Police Dept. - CA
1200 National City Boulevard
National City, CA 91950
US

Ship To:
Robert Rounds
National City Police Dept. - CA
1200 National City Boulevard
National City, CA 91950
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Dan Hilderman		dhilderman@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Year 1, Axon Body 2 Due Net 30

25 Axon Body 2, 25 Ultimate licenses

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
65	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 660.00	USD 42,900.00	USD 13,000.00	USD 29,900.00
2,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	89101	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 468.00	USD 936.00	USD 0.00	USD 936.00
60	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
7,800	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 5,850.00	USD 0.00	USD 5,850.00
65	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2	USD 399.00	USD 25,935.00	USD 0.00	USD 25,935.00
65	74020	MAGNET MOUNT, FLEXIBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
35	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
30	74022	SM POCKET MOUNT, 4", AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
65	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
10	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,495.00	USD 14,950.00	USD 0.00	USD 14,950.00
10	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 350.00	USD 0.00	USD 350.00
10	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 2,160.00	USD 0.00	USD 2,160.00
3	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	85055	PREMIUM PLUS SERVICE	USD 15,000.00	USD 15,000.00	USD 0.00	USD 15,000.00

Year 1, Axon Body 2 Due Net 30 Tax Amount: USD 6,596.58

Year 1, Axon Body 2 Due Net 30 Discount: USD 13,000.00

Year 1, Axon Body 2 Due Net 30 Net Amount Due Including Taxes: USD 101,677.58

Year 1, Axon Flex due Net 30

30 Axon Flex, 30 Ultimate licenses

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
5	73096	CAMERA SYSTEM, AXON FLEX	USD 599.00	USD 2,995.00	USD 0.00	USD 2,995.00
5	73088	RATCHET COLLAR/VERSATILE/ CAPMOUNT, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5	73036	CONTROLLER, HOLSTER, BELT CLIPS, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	70026	EVIDENCE.COM DOCK, AXON SIX BAY	USD 1,495.00	USD 1,495.00	USD 0.00	USD 1,495.00
5	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 36.00	USD 180.00	USD 0.00	USD 180.00
1	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 35.00	USD 0.00	USD 35.00
5	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 660.00	USD 3,300.00	USD 1,000.00	USD 2,300.00
200	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
600	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 450.00	USD 0.00	USD 450.00
1	73096	CAMERA SYSTEM, AXON FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	73036	CONTROLLER, HOLSTER, BELT CLIPS, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00

Year 1, Axon Flex due Net 30 Tax Amount: USD 630.48

Year 1, Axon Flex due Net 30 Discount: USD 1,000.00

Year 1, Axon Flex due Net 30 Net Amount Due Including Taxes: USD 8,085.48

Year 2--Due in 2017

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
600	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 450.00	USD 0.00	USD 450.00
7,800	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 5,850.00	USD 0.00	USD 5,850.00
5	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 660.00	USD 3,300.00	USD 0.00	USD 3,300.00
200	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
65	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 660.00	USD 42,900.00	USD 0.00	USD 42,900.00
2,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	89201	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 468.00	USD 936.00	USD 0.00	USD 936.00
60	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 36.00	USD 180.00	USD 0.00	USD 180.00
10	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 2,160.00	USD 0.00	USD 2,160.00
Year 2--Due in 2017 Tax Amount:						USD 4,368.60
Year 2--Due in 2017 Net Amount Due Including Taxes:						USD 60,144.60

Year 3--Due in 2018

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
600	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 450.00	USD 0.00	USD 450.00
7,800	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 5,850.00	USD 0.00	USD 5,850.00
5	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 660.00	USD 3,300.00	USD 0.00	USD 3,300.00
200	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
65	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 660.00	USD 42,900.00	USD 0.00	USD 42,900.00
2,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	89301	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 468.00	USD 936.00	USD 0.00	USD 936.00
60	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 36.00	USD 180.00	USD 0.00	USD 180.00
10	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 2,160.00	USD 0.00	USD 2,160.00
Year 3--Due in 2018 Tax Amount:						USD 4,368.60
Year 3--Due in 2018 Net Amount Due Including Taxes:						USD 60,144.60

Year 4--Due in 2019

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
7,800	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 5,850.00	USD 0.00	USD 5,850.00
600	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 450.00	USD 0.00	USD 450.00
5	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 660.00	USD 3,300.00	USD 0.00	USD 3,300.00
200	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
65	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 660.00	USD 42,900.00	USD 0.00	USD 42,900.00
2,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
2	89401	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 468.00	USD 936.00	USD 0.00	USD 936.00
60	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 36.00	USD 180.00	USD 0.00	USD 180.00
10	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 2,160.00	USD 0.00	USD 2,160.00
Year 4--Due in 2019 Tax Amount:						USD 4,368.60
Year 4--Due in 2019 Net Amount Due Including Taxes:						USD 60,144.60

Year 5--Due in 2020

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
600	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 450.00	USD 0.00	USD 450.00
7,800	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 5,850.00	USD 0.00	USD 5,850.00
5	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 660.00	USD 3,300.00	USD 0.00	USD 3,300.00
200	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
65	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 660.00	USD 42,900.00	USD 0.00	USD 42,900.00
2,600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	89501	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 468.00	USD 936.00	USD 0.00	USD 936.00
60	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 36.00	USD 180.00	USD 0.00	USD 180.00
10	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 2,160.00	USD 0.00	USD 2,160.00
Year 5--Due in 2020 Tax Amount:						USD 4,368.60
Year 5--Due in 2020 Net Amount Due Including Taxes:						USD 60,144.60

Subtotal	USD 325,640.00
Estimated Shipping & Handling Cost	USD 549.12
Estimated Tax	USD 24,701.46
Grand Total	USD 350,890.58

Complimentary Evidence.com Tier Upgrade Through September 2016

This quote contains a purchase of either the Basic or Standard Evidence.com license. You will temporarily receive the features available with the Professional license for the Basic and Standard licenses purchased until September 2016. This is a free upgrade to your account so you can enjoy all the benefits of our most feature rich license tier. In September 2016 you will be prompted to select which users you would like to assign to each tier. This will have no impact on uploaded data.

Axon Pre-order

Thank you for your interest in Axon! This pre-order is a commitment to purchase Axon Body 2 and/or Axon Fleet. Axon Body 2 is available for delivery between 8-10 weeks after purchase date. Axon Fleet is available for delivery between August 1, 2016 and August 14, 2016. You will be notified if there are any delays. TASER reserves the right to make product changes without notice.

TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <https://www.taser.com/serviceagreement14>. If your purchase includes Professional Services, you are also agreeing to the terms in the Professional Service Agreement posted at <https://www.taser.com/professional-services-agreement>. If your purchase includes Integration Services, you are also agreeing to the terms in the SOW posted at <https://www.taser.com/integrationstatementofwork14>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:	_____	Date:	_____
Name (Print):	_____	Title:	_____
PO# (if needed):	_____		

Quote: Q-53527-3

Please sign and email to Dan Hilderman at dhilderman@taser.com or fax to

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ORIGINAL DATE: XX/XX/XX

SUBJECT: BODY WORN CAMERA RECORDING DEVICES

I. PURPOSE

This purpose of this policy is to provide guidelines related to the use, management, storage, and retrieval of data stored on Department issued Body Worn Cameras (BWCs) by members of this Department while in the performance of their duties. This policy does not apply to lawful surreptitious audio/video recording or interception of communications for authorized investigative purposes.

II. POLICY

The National City Police Department may provide uniformed department personnel with access to BWCs for use during the performance of their duties. The use of BWCs is intended to enhance the mission of the Department by accurately capturing contacts between members of the Department and the public.

III. BACKGROUND

The BWC is an “on the body” audio and video recording system assigned to an officer or other member of the department as an additional means of documenting specific incidents in the field. BWCs provide additional documentation of police/public encounters and may be an important tool for collecting evidence and maintaining public trust.

Specific uses of the BWC include, but are not limited to:

- A. Capturing crimes in progress, whether perpetrated against Department personnel or the community, and to maintain this evidence for presentation in court.
- B. Documenting initial department response, the discovery of evidentiary items and the actions of department personnel pursuant to an investigation.
- C. Aiding in the documentation of victim, witness, and/or suspect statements pursuant to a criminal investigation; and the on-scene response and/or documentation advisement of rights, if applicable.
- D. Serving as a training and performance tool when such documentation pertains to an on-going professional training opportunity.

The Department recognizes there are limitations with the use of BWCs. Video cannot always show the full story nor does it capture an entire scene. BWC audio and video footage is less broad and less detailed than the totality of the human senses. It is recognized that an officer’s recollection of specific details may be different than what is captured by a

BWC. The goal of the BWC system is to provide an additional layer of documentation to assist and compliment Officers in the performance of their duties. Therefore, persons reviewing recordings must be cautious before reaching conclusions about what a video shows. BWCs are not meant to replace or relieve an officer from their responsibility to submit any and all required written reports.

IV. DEFINITIONS

Body Worn Camera (BWC) – A camera worn on an individual's person that records and stores audio and video.

BWC Program Administrator – The department employee assigned by the Chief of Police to oversee the entire BWC program. This includes, but is not limited to, acting as the administrator overseeing the issuing and tracking of BWCs, as well as acting as the administrator for the "cloud" based digital evidence management system. The BWC Program Administrator has full access to use the "cloud" based the evidence management system to set/adjust user rights, access, and parameters.

Buffering Mode – When a BWC is on, but has not been activated to record both sound and video. While in the buffering mode, the camera may continuously record video in 30 second to two minute loops depending upon the camera's setting.

Digital Evidence – BWC files, including photographs, audio recordings, and video footage captured by a BWC and stored digitally.

Event Mode – When the Event button on the BWC is activated and the camera is recording both audio and video. The buffered video (not audio) captured directly before the event will be saved and attached to the event in permanent memory. Repeated pressing of the Event button turns the recordings on and off and creates separate media segments.

Evidence Docking Station – A portable multi-ported docking station for BWCs installed at the police station. The Evidence Docking Station simultaneously recharges the BWC while uploading all digitally encrypted data from the BWC to a "cloud" based evidence storage system.

Evidence.com – A contracted digital evidence management service. The service stores digitally encrypted data in a highly secure environment accessible to personnel based on their security clearance setting.

Metadata – Case numbers, event/incident numbers, and other descriptors used to identify digital evidence. There are 12 searchable fields into which metadata can be entered.

V. PROCEDURE

A. Officer safety takes precedence over recording events.

Officers shall follow existing officer safety practices, training, policies, and procedures when contacting members of the public in the performance of their duties. Officer safety and the safety of the public shall be the primary consideration when contacting members of the public or conducting vehicle stops, not the ability to record an event. It is recognized that there may be circumstances when events occur so quickly that an officer does not have time to activate their BWC.

- B. BWCs will be used to capture audio and video evidence for investigations and enforcement encounters. The existence of BWC footage does not relieve an officer from completing detailed reports. Detailed reports are required to document the totality of the circumstances related to an incident.
- C. General
 - 1. Only authorized personnel will use or be in possession of a BWC device.
 - 2. All personnel issued a BWC are required to wear and use the BWC while working in any uniformed assignment in accordance with this department operating procedure. This applies to overtime assignments, out of class assignments, and special details.
 - 3. BWC equipment is for official use only and is not be utilized for personal use.
 - 4. Officers will not tamper with or dismantle any hardware or software component of any BWC device.
 - 5. The use of a department issued voice recording device to supplement the BWC is authorized.
 - 6. All digital evidence collected using the BWC is considered the property of the National City Police Department and is for official use only.
 - 7. Accessing, copying, forwarding, or releasing any digital evidence for other than official law enforcement use, and contrary to this procedure, is strictly prohibited. Public release of digital evidence is prohibited unless approved by the Chief of Police or designee.
 - 8. Personal computer equipment and/or software programs are not be utilized when making copies of digital evidence. Using a secondary recording device such as a video camera, mobile phone, or other device to record or capture digital evidence from the BWC and/or the Evidence.com data management system is strictly prohibited.
 - 9. Officers are prohibited from using personally owned video recording devices for any work function governed by this policy unless authorized by the Chief of Police or designee.

D. Storage

When not in use, BWC devices will be stored in a designated evidence docking station to allow for proper downloading, charging, and updating until the officer's next shift.

E. Pre-shift Inspection

1. Officers will inspect their assigned BWC device daily to ensure the device is properly charged, free of any visual damage, and the device is in working order.
2. Visual damage will be immediately reported to an on-duty patrol supervisor.
 - a. The officer will complete an email to the on-duty patrol supervisor and the BWC Program Administrator detailing the damage.
 - b. The BWC Program Administrator will evaluate the damage and log the damage the department's TMS system.
3. Inoperable equipment will be returned to the BWC Program Administrator as soon as possible.

F. Lost/Stolen Camera

1. If a BWC is lost, the Officer will report the loss via a department memorandum up their Chain of Command and "cc" the BWC Administrator so that a loaner or replacement camera can be issued.
2. If a BWC is stolen, the Officer will complete a theft report and will report the theft via a department memorandum up their Chain of Command and "cc" the BWC Administrator so that a loaner or replacement camera can be issued.

G. Equipment Repair, Replacement, and Maintenance

1. When a BWC malfunctions, the officer will notify their supervisor and the BWC Program Administrator.
 - a. The Officer will document the nature of the malfunction in an email to their supervisor and the BWC Program Administrator.
2. The inoperable equipment will be forwarded to the BWC Program Administrator for repair as soon as possible.
3. If the BWC Program Administrator cannot repair the unit, the manufacturer will be contacted to facilitate the repair.
 - a. Repair and/or replacement of damaged or malfunctioning BWC equipment

will be coordinated by the BWC Program Administrator and performed by an authorized service provider.

- b. The BWC Program Administrator will issue a spare BWC to the officer as a loaner until the officer's assigned BWC is back from being repaired.
4. This procedure will be followed for all issues related BWC equipment and accessories.

H. Camera Position

Officers will wear the BWC in a conspicuous manner and in a position that provides for the most effective recording angle for the model provided to the wearer. Officers should utilize their viewers to ensure the BWC is in a position where the field of view provides for effective recording. Officers shall not intentionally obscure the view of their BWC.

I. Privacy Concerns and Advisements

1. People have a reasonable expectation of privacy in their homes. However, when Officers are lawfully present in a home (for example – warrant, consent, or exigent circumstances) in the course and scope of their official duties, there is no reasonable expectation of privacy. Therefore, Officers are not required to give notice they are recording.
2. Officers are not required to give notice they are recording, whether in public areas or private residences. However, if asked, Officers may advise community members they are being recorded.
3. Officers are not required to initiate or cease recording an event, situation, or circumstance solely at the demand of a community member.
4. When recording interviews, Officers should make every effort to record any admonishments prior to the start of an interview.
5. Officers and supervisors involved in the investigation of a complaint against a member of the police department must inform complainants and witnesses they are being recorded.
 - a. In the event the complainant refuses to be video recorded, the Officers and/or supervisor will audio record the interview using a voice recorder.

J. Activation of the BWC

1. Enforcement Related Contacts
 - a. Officers will activate the BWC in event mode to record all law enforcement

related contacts. The event mode should be activated prior to actual contact with the community member, or as soon as safely possible thereafter, and continue recording until the contact is concluded, or the contact transitions from an enforcement contact into intelligence gathering.

- i. Law enforcement contacts include, but are not limited to the following: traffic stops, pedestrian stops, officer initiated consensual encounters, field interviews, vehicle tows, issuing of citations, issuing of parking tickets, contacts during traffic collision investigations, detentions, arrests, persons present at radios calls who are accused of crimes or victims/witnesses to a crime, serving court orders or civil papers, all searches (with the exception of strip searches), investigative interviews, and private person initiated contacts of a confrontational nature.
 - b. Officers are strongly encouraged to inform community members they are being recorded in an effort to de-escalate potential conflicts.
 - c. Covering another City employee or law enforcement officer during an enforcement contact;
 - i. Including, but not limited to, Community Service Officers, Parking Enforcement Officers, and/or Code Enforcement Officers.
 - ii. Officers should notify other public safety personnel as soon as practical when they are being recorded during an incident.
 - d. Recording may be stopped during periods of inactivity such as report writing or other breaks from direct participation in the incident; such as side-bar discussions with other Officers or supervisors about strategies, tactics, or how to handle a contact.
 - i. Before turning off the recorder, the Officer will verbally notate on the recorder the reason for shutting it off.
 - e. Officers working in plain clothes assignments are not required to wear a BWC.
2. Arrests
- a. Officers may stop recording in the event mode when the arrestee is cooperative and safely secured inside a law enforcement facility. If an arrestee becomes uncooperative, or if there is some evidentiary purpose, Officers should resume recording in the event mode.
 - b. If an Officer resumes recording in the event mode, the camera will remain in the event mode until the officer no longer has contact with the arrestee.

3. Suspect Interviews

- a. Officers are encouraged to fully record suspect interviews. Generally, these recordings should be continuous and officers should not stop the recording during a suspect interview. Any break in the recording of a suspect interview must be explained in the officer's corresponding police report.
- b. When recording interviews, Officers will ensure they record any admonishments prior to the start of an interview.

4. Transportation of a person

- a. Officers equipped with a BWC will record all prisoner transports. The entire transport will be recorded.
 - i. Using a BWC to record during the transportation of an arrestee does not relieve the officer of the responsibility to document any spontaneous statements made by the arrestee or any other incidents that occur during the transportation in the officer's corresponding police report.
- b. Officers equipped with a BWC have the discretion to record passenger transports depending upon the circumstances associated with the transport.

K. Victim and Witness Interviews

- 1. When interviewing victims and/or witnesses, Officers will comply with the recording requirements set forth in paragraph "J.1.a." above. However, if the victim or witness refuses to provide a statement with the recorder turned on, the Officer may shut off the recorder after adhering to the following procedure:
 - a. Before turning off the recorder, the Officer will verbally notate on the recorder the reason for shutting it off.
 - b. During the interview, if it becomes appropriate to reactivate the recorder based on paragraph "J.1.a." (located on page 6), the Officer will immediately, or as soon as safe, do so.
 - c. Officers will document when a BWC is turned off and the reasons why in their corresponding police report.
 - d. When necessary to obtain cooperation, Officers may position the BWC so they capture only audio, and not video, of the person making a statement.

2. Supplemental Documentation

- a. Injuries:

BWCs may be used to document physical injuries to persons injured during an incident. Using a BWC to document an injury does not relieve an Officer of the responsibility to properly identify and describe the injury in their corresponding police report. Officers are still required to photograph injuries using a digital camera for evidence purposes.

b. Scene Documentation:

BWCs may be used to aid in the documentation of a scene. The initial encounters with victims, witnesses, and/or suspects, including their location and any spontaneous statements made, can be important to the overall investigation.

- i. Using a BWC to aid in the documentation of a scene does not relieve an Officer of the responsibility to properly photograph, identify, and describe the scene and any evidence located in their corresponding police report.

L. When and Where NOT to Record

1. BWCs will not be used to record non-work related activity.
2. BWCs will not be used to record in areas of the police department such as pre-shift conferences, locker rooms, dressing rooms, restrooms, and/or break rooms; unless the recording is related to an enforcement encounter described within this policy.
3. Officers are not required to record informal or casual encounters with members of the public. Officers should consider that recording people in some circumstances may inhibit sharing of neighborhood information or developing strong ties with members of the community.
4. BWCs will not be used to record interviews with Department personnel during Department administrative investigations.
 - a. BWCs may be used to record community member complaints in accordance with section "V.I.5" (located on page 5).
5. BWCs will not be used during major crime briefings, officer-involved shooting-briefings, homicide briefings, or during a homicide or officer-involved-shooting scene walk-through with detectives.
6. BWCs will not be used during contact with undercover Officers or confidential informants.
7. Officers will not record any confidential communication between department personnel without the prior knowledge and consent of all persons recorded. This

prohibition does not limit a law enforcement officer's authority to record any communication otherwise allowed under state and federal law.

8. Officers will not record any confidential communication between a person in custody and their attorney or a member of the clergy.
9. BWCs will not be used during court appearances; unless the use of the BWC is related to a law enforcement activity described in this department operating procedure.
10. Unless deemed evidentiary in nature and directly related to a criminal investigation, when possible, Officers should avoid recording exposed areas of the body that could cause embarrassment or humiliation, such as an exposed breast, groin, etc...

M. Patient Privacy

1. Officers should generally not record victims or suspects in hospital or emergency room settings. In the event an Officer elects to make a recording, whether audio or video under this section, the Officer will take all reasonable steps in consideration of the HIPPA rights of patients and the privacy of hospital staff. Officers may video or audio record a suspect if the suspect's conduct is violent or threatening to staff or the officer(s).

N. Cessation of Recording

1. Once activated, the BWC will not be purposely deactivated until the Officer's direct participation in the incident is complete or the situation no longer fits the criteria for activation.

VI. DOCUMENTATION OF RECORDED EVENTS

All recordings will be documented in an arrest report, crime report, supplemental report, miscellaneous report, field citation, field interview, traffic warning, or CAD incident history, etc...

- A. "BWC Recording" will be recorded in the "Evidence" section of an officer's report.
- B. Field Interview forms and Traffic Warnings – "BWC Recording" will be recorded in the narrative.
- C. Traffic Citations – "BWC" will be recorded in the blank space above the citation number near the top of all citations.
- D. Other Reports – "BWC Recording" will be recorded in the narrative.
- E. Other Recordings – Non-evidentiary recordings, such as inadvertent recordings,

recordings initiated for training, or recordings with no associated case number or report will be documented in the CAD event history or through the use of “BWC” CAD disposition codes.

- F. Unless writing their own reports, cover Officers will notate “BWC Recording” and their call sign in the CAD incident history. Additionally, they will notify the case agent of an incident that BWC evidence exists.
- G. Supervisors reviewing and approving reports will ensure Officers properly document and record events.

VII. DATA MANAGEMENT AND REVIEW

A. Entering Metadata

Each recorded segment requires metadata be entered, even if the segments are of the same event. Metadata should be added at the conclusion of the event. In case of a delay, metadata should be added as soon as possible, and always prior to the end of shift.

Metadata consists of an identification field, retention category, and recording title. If a case number or incident number exists, the complete case number or incident number will be input into the identification field with an “NC” in front of it (EXAMPLE: NC16012345). Absent a case number or incident number, a citation number or field interview form number may be used with an “NC” placed in front of the corresponding number. Officers will select the retention category that most accurately fits the recording. Recording titles may vary and include location, crime type, and/or suspect name.

Viewing or adding metadata will not alter the video recording as it is protected with multiple layers of encryption on BWC itself and Evidence.com.

B. Downloading/Storage Procedures

After verifying the required metadata has been added to all recorded events, Officers will place the BWC into a port on the Evidence Docking Station at the end of their shift. This will allow for the battery to recharge. The data will be automatically transferred from the BWC through the Evidence Docking Station to Evidence.com. After the data transfers, it is considered entered into evidence.

C. Retention of Digital Evidence

All recordings related to any criminal proceeding, claim filed, pending litigation, or an administrative investigation/personnel complaint, will be preserved until the matter is resolved and/or in accordance with the law or whichever period of time is greater. Officers and detectives are required to ensure that BWC evidence is properly categorized for the necessary retention period.

BWC evidence shall be retained according to the following retention schedule. The BWC Program Administrator or any other supervisor may extend the retention period of a recording based upon the significance of an incident:

1. Homicides – Permanent retention in Evidence.com AND all videos shall be recorded to a backup media, such as DVDs and logged into evidence.
2. Sexual assault or child molest related crimes – 10 year retention.
3. Cases where a supervisor or the BWC Administrator reasonably believes there is a high probability of civil liability to the city - Three year retention.
4. All instances involving use of force (as outlined in D.O.P. 052) – Three year retention.
5. Injury to an officer – Three year retention.
6. Felonies – Three year retention.
7. Domestic Violence/Child Abuse – Three year retention.
8. Misdemeanors (including traffic related misdemeanors) – Two year retention.
9. Citations or written warnings – Two year retention.
10. Field Interviews and/or Detentions – Two year retention.
11. Pursuit (no arrest) – Two year retention.
12. Miscellaneous (5150 W&I, Death Investigations, etc...) Two year retention.
13. Recording relevant to a formal or informal complaint against a law enforcement officer or a law enforcement agency – Two year retention.
14. Collision Investigations – 180 day retention.
15. Routine incident with no apparent investigative value – 90 day retention.
16. Uncategorized – 90 day retention.
17. Pending Review – Until manually deleted or otherwise categorized.
18. Restricted – Until manually deleted or otherwise categorized.

D. Accessing Digital Evidence

1. All those given permission associated with Evidence.com may review digital evidence as needed in the performance of their official duties using their individual login/password.
 - a. Officers will not allow others to access Evidence.com using their individual login/password.
2. When accessing digital evidence through Evidence.com, the reason for accessing the digital evidence will be noted in the "Notes" of the evidence file.

E. Reviewing Digital Evidence

1. Officers may review their own BWC video prior to the completion of their written report when necessary to refresh their recollection.
2. An officer may review the BWC video of other involved Officers prior to writing a report.
3. Officers will write their reports to what they remember from their perspective at the time of the incident given the totality of the circumstances. Officers will notate any discrepancies between their recollection of events and what the recording shows. Officers will not write their reports based solely on what they viewed from the BWC recording.
4. With the exception of a timely public safety statement, Officers who are involved in critical incident will be allowed to review their own recording of the incident prior to giving a voluntary or compelled statement. Under no circumstances will such a delay be longer than 48 hours after the incident in the event of a compelled statement.

In the event that the recording of an Officer involved in a critical incident is damaged, destroyed, of poor quality, or in the event that other Officers' recordings offer a better perspective of the critical incident than that of the subject Officer(s), Officers may be allowed to review the recordings of the other Officers involved in the said critical incident prior to giving a voluntary or compelled statement. In such rare instances, at the discretion of the Chief of Police, Officers may be allowed to review another Officer's recording if the other Officer was in the immediate proximity of the subject officer and their recording offered the same scene orientation and perspective of the incident.

5. Detectives are responsible for reviewing, updating, and tracking digital evidence associated with their assigned cases.
6. A Civilian Investigator, Investigations Division Senior Office Assistant, and/or Detective are responsible for forwarding digital evidence to the District Attorney's office when appropriate.

7. Officers may review digital evidence prior to providing testimony at hearings, trial, or depositions.
8. Digital Evidence may be viewed for administrative purposes, including but not limited to the following:
 - a. Any incident in which a member of the Department is injured or killed during the performance of their duties.
 - b. Any incident involving the use of force by a member of the Department.
 - c. Any in-custody death.
 - d. Any police pursuit.
 - e. When any member of the Department discharges a firearm.
 - f. When any member of the Department discharges any less lethal weapon.
 - g. Traffic collisions involving department personnel.
 - h. Prior to the release of recordings in response to a proper legal request. (e.g., in response to a subpoena or other court order).
 - i. In preparation for a civil disposition or responding to an interrogatory where the incident arises from the employee's official duties.
 - j. When preparing to testify in a criminal, civil, or administrative proceeding arising from the employee's official duties.
 - k. For investigations undertaken by the Department to prove or disprove specific allegations of misconduct.
 - l. Civil litigation.
9. Supervisors may review BWC footage to assist in speaking with community members contemplating filing a complaint. Supervisors have the discretion to show BWC footage to a complainant when it relates to their complaint, to assist in clarifying or resolving the complaint.
10. Supervisors may review BWC footage in order to assist in recognizing meritorious conduct.
11. In situations where is a need to review digital evidence not covered by this procedure, a Lieutenant or higher must approve the request. Each situation will be evaluated on a case by case basis.

F. Editing, Copying, and Deleting Digital Evidence

All BWC recordings are part of the investigative record and will be preserved in their original format without deletion, editing or tampering according to the retention schedule outlined in section “VII.C.1-18” of this policy (page 11).

Personal computer equipment and/or software programs are not be utilized when making copies of digital evidence. Using a secondary recording device such as a video camera, mobile phone, or other device to record or capture digital evidence from the BWC and/or the Evidence.com data management system is strictly prohibited.

G. Discovery of Misconduct

It is not the intent of the Department to review digital evidence for the purpose of general performance review, for normal preparation of performance reports, or to discover policy violations.

Employees reviewing event recordings should remain focused on the incident or incidents in question and review only those recordings relevant to their investigative scope. If improper conduct is discovered during any review of digital evidence, the conduct in question shall be brought to the attention of a supervisor. The supervisor will report the conduct in question to the Officer's commanding officer through the chain-of-command. Nothing in this procedure prohibits addressing policy violations.

H. Releasing of Digital Evidence.

Audio and video recordings from BWCs are designated by the Department as investigative records and are not subject to routine release through requests via the California Public Records Requests Act (CPRA), the Freedom of Information Act (FOIA), or other non-court ordered requests for audio or video records.

Digital Evidence captured by a BWC will be treated as an investigative record and handled pursuant to existing Department Operating Policies and Procedures.

1. Digital Evidence related to an officer-involved-shooting:

Law enforcement agencies in San Diego County recognize that the thoughtful disclosure of video evidence of officer-involved-shooting incidents to the public can increase transparency, enhance community relations and promote confidence in the criminal justice system.

Officer-involved shooting videos will be evaluated for potential public release. Ultimately, the decision whether to release video evidence will balance the competing interests of public safety, transparency, privacy of officers and victims, pending investigation and prosecutions.

BWC recordings related to an officer-involved-shooting will be released in accordance with the county-wide protocol between law enforcement agencies for the release of BWC footage.

VIII. USE OF DIGITAL EVIDENCE FOR TRAINING PURPOSES

Officers and supervisors may find it useful, and are encouraged, to review recordings of incidents in which they were involved when beneficial for the purpose of conducting a tactical debrief within their squad.

When an incident is recorded which may be of value as a training aid for a broad section of the Department, the recording officer or that officer's supervisor should receive approval from their commanding officer to contact the Operations Support Lieutenant, who will review the digital evidence to determine the value of the incident for training.

Recordings from BWCs may be shown for department-wide training purposes upon completion of a criminal case. All such use will be pursuant to written authority of the Chief of Police or designee. Officers will be provided with at least ten days' notice if recordings intended for use for training purposes were either made by them or captured their image or voice. After notice is given, the Operations Support Lieutenant will obtain approval from the Chain of Command prior to department-wide distribution.

IX. SUPERVISORS RESPONSIBILITIES

A. Sergeant's Responsibilities

1. Sergeants will ensure that Officers equipped with BWCs utilize them in accordance with this policy.
2. At least on a monthly basis, Sergeants will randomly review BWC recordings from their employees to ensure the equipment is operating properly and Officers are using the BWCs appropriately in accordance with this policy and to identify any areas in which additional training or guidance related to the use of the BWC is required.

This policy does not limit the ability of Sergeants to inspect BWC recordings if there is reason to believe an Officer is not properly recording, uploading, or categorizing incidents.

B. Lieutenant Responsibilities

Lieutenants will ensure the Sergeants' inspections are completed correctly. If a supervisor identifies a discrepancy, the Lieutenant will follow up with the supervisor to ensure the discrepancy is corrected.

X. ADHERENCE TO POLICY

- A. Failure to comply with the directives outlined in this policy may result in discipline up to and including termination.

DRAFT

The following page(s) contain the backup material for Agenda Item: Investment transaction for the month ended April 30, 2016. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: June 21, 2016

AGENDA ITEM NO.

ITEM TITLE:

Investment transactions for the month ended April 30, 2016.

PREPARED BY: Ronald Gutlay

PHONE: 619-336-4346

DEPARTMENT: Finance

APPROVED BY: 

EXPLANATION:

In accordance with California Government Code Section 53646 and City of National City's investment policy section XIIA, a monthly report shall be submitted to the legislative body accounting for transactions made during the reporting period.

The attached listing reflects investment transactions of the City of National City's investment portfolio for the month ending April 30, 2016.

FINANCIAL STATEMENT:

ACCOUNT NO.

NA

APPROVED:  Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE:

INTRODUCTION:

☐

FINAL ADOPTION:

☐

STAFF RECOMMENDATION:

Accept and file the Investment Transaction Ledger for the month ended April 30, 2016.

BOARD / COMMISSION RECOMMENDATION:

NA

ATTACHMENTS:

Investment Transaction Ledger



City of National City Consolidated
Account #10218

Transaction Ledger
3/31/16 Thru 4/30/16

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	04/02/2016	60934N807	2,812.50	Federated Prime Value Oblig Govt Oblig Fund Inst.	1.000	0.01 %	2,812.50	0.00	2,812.50	0.00
Purchase	04/04/2016	60934N807	0.71	Federated Prime Value Oblig Govt Oblig Fund Inst.	1.000	0.01 %	0.71	0.00	0.71	0.00
Purchase	04/05/2016	60934N807	2,225.00	Federated Prime Value Oblig Govt Oblig Fund Inst.	1.000	0.01 %	2,225.00	0.00	2,225.00	0.00
Purchase	04/11/2016	3133EFW52	400,000.00	FFCB Note 1.15% Due 7/1/2019	100.489	1.00 %	401,956.00	127.78	402,083.78	0.00
Purchase	04/11/2016	60934N807	375,000.00	Federated Prime Value Oblig Govt Oblig Fund Inst.	1.000	0.01 %	375,000.00	0.00	375,000.00	0.00
Purchase	04/11/2016	60934N807	4,453.13	Federated Prime Value Oblig Govt Oblig Fund Inst.	1.000	0.01 %	4,453.13	0.00	4,453.13	0.00
Purchase	04/14/2016	60934N807	2,100.00	Federated Prime Value Oblig Govt Oblig Fund Inst.	1.000	0.01 %	2,100.00	0.00	2,100.00	0.00
Purchase	04/15/2016	90LAIF\$00	38,381.68	Local Agency Investment Fund State Pool	1.000	0.51 %	38,381.68	0.00	38,381.68	0.00
Purchase	04/24/2016	60934N807	2,062.50	Federated Prime Value Oblig Govt Oblig Fund Inst.	1.000	0.01 %	2,062.50	0.00	2,062.50	0.00
Purchase	04/25/2016	60934N807	2,531.25	Federated Prime Value Oblig Govt Oblig Fund Inst.	1.000	0.01 %	2,531.25	0.00	2,531.25	0.00
Purchase	04/30/2016	60934N807	5,984.38	Federated Prime Value Oblig Govt Oblig Fund Inst.	1.000	0.01 %	5,984.38	0.00	5,984.38	0.00
Subtotal			835,551.15				837,507.15	127.78	837,634.93	0.00
Security Contribution	04/30/2016	90LAIF\$00	1,200,000.00	Local Agency Investment Fund State Pool	1.000		1,200,000.00	0.00	1,200,000.00	0.00
Subtotal			1,200,000.00				1,200,000.00	0.00	1,200,000.00	0.00
Short Sale	04/08/2016	60934N807	-402,083.78	Federated Prime Value Oblig Govt Oblig Fund Inst.	1.000		-402,083.78	0.00	-402,083.78	0.00
Subtotal			-402,083.78				-402,083.78	0.00	-402,083.78	0.00
TOTAL ACQUISITIONS			1,633,467.37				1,635,423.37	127.78	1,635,551.15	0.00
DISPOSITIONS										
Closing Purchase	04/11/2016	60934N807	-402,083.78	Federated Prime Value Oblig Govt Oblig Fund Inst.	1.000		-402,083.78	0.00	-402,083.78	0.00
Subtotal			-402,083.78				-402,083.78	0.00	-402,083.78	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Sale	04/11/2016	60934N807	402,083.78	Federated Prime Value Oblig Govt Oblig Fund Inst.	1.000	0.01 %	402,083.78	0.00	402,083.78	0.00
	Subtotal		402,083.78				402,083.78	0.00	402,083.78	0.00
Maturity	04/11/2016	3135G0BA0	375,000.00	FNMA Note 2.375% Due 4/11/2016	100.000		375,000.00	0.00	375,000.00	-22,993.13
	Subtotal		375,000.00				375,000.00	0.00	375,000.00	-22,993.13
Security Withdrawal	04/06/2016	60934N807	1,839.00	Federated Prime Value Oblig Govt Oblig Fund Inst.	1.000		1,839.00	0.00	1,839.00	0.00
Security Withdrawal	04/30/2016	90SDCP\$00	88,000.00	County of San Diego Pooled Investment Pool	1.000		88,000.00	0.00	88,000.00	0.00
	Subtotal		89,839.00				89,839.00	0.00	89,839.00	0.00
TOTAL DISPOSITIONS							464,839.00	0.00	464,839.00	-22,993.13
OTHER TRANSACTIONS										
Interest	04/02/2016	3137EADM8	450,000.00	FHLMC Note 1.25% Due 10/2/2019	0.000		2,812.50	0.00	2,812.50	0.00
Interest	04/05/2016	459058ER0	450,000.00	Intl. Bank Recon & Development Note 1% Due 10/5/2018	0.000		2,225.00	0.00	2,225.00	0.00
Interest	04/11/2016	3135G0BA0	375,000.00	FNMA Note 2.375% Due 4/11/2016	0.000		4,453.13	0.00	4,453.13	0.00
Interest	04/14/2016	3137EADS5	480,000.00	FHLMC Note 0.875% Due 10/14/2016	0.000		2,100.00	0.00	2,100.00	0.00
Interest	04/24/2016	3133EFAN7	550,000.00	FFCB Note 0.75% Due 4/24/2017	0.000		2,062.50	0.00	2,062.50	0.00
Interest	04/25/2016	3130A4GJ5	450,000.00	FHLB Note 1.125% Due 4/25/2018	0.000		2,531.25	0.00	2,531.25	0.00
Interest	04/30/2016	912828ST8	450,000.00	US Treasury Note 1.25% Due 4/30/2019	0.000		2,812.50	0.00	2,812.50	0.00
Interest	04/30/2016	912828TW0	500,000.00	US Treasury Note 0.75% Due 10/31/2017	0.000		1,875.00	0.00	1,875.00	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	04/30/2016	912828UJ1	415,000.00	US Treasury Note 0.625% Due 4/30/2018	0.000		1,296.88	0.00	1,296.88	0.00
	Subtotal		4,120,000.00				22,168.76	0.00	22,168.76	0.00
Dividend	04/04/2016	60934N807	59,848.65	Federated Prime Value Oblig Govt Oblig Fund Inst.	0.000		0.71	0.00	0.71	0.00
Dividend	04/15/2016	90LAIF\$00	2,927,727,586.80	Local Agency Investment Fund State Pool	0.000		38,381.68	0.00	38,381.68	0.00
	Subtotal		2,927,787,435.45				38,382.39	0.00	38,382.39	0.00
TOTAL OTHER TRANSACTIONS			2,931,907,435.45				60,551.15	0.00	60,551.15	0.00

The following page(s) contain the backup material for Agenda Item: Warrant Register #46 for the period of 05/11/16 through 05/17/16 in the amount of \$2,692,637.22.
(Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: June 21, 2016

AGENDA ITEM NO.

ITEM TITLE:

Warrant Register #46 for the period of 05/11/16 through 05/17/16 in the amount of \$2,692,637.22.
(Finance)

PREPARED BY: K. Apalategui

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 05/11/16 through 05/17/16.

Consistent with Department of Finance practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
City of San Diego	323428	1,296,948.00	Transportation & Treatment of Sewer
Kimley Horn and Assoc	323449	116,437.05	Paradise Creek Ed. Project
New Century Construction	323459	104,703.77	D Ave and 12 th St Project
Project Professionals	323463	68,017.52	Plaza Blvd Widening Project
STC Traffic Inc	323482	111,301.80	Library Remodel Project
West Tech Contracting Inc	323491	213,819.46	Paradise Creek Rest. Project
Western Rim Constructors	323492	551,071.19	Kimball, El Toyon & Skate P. Project

FINANCIAL STATEMENT:

ACCOUNT NO.

Reimbursement total \$2,692,637.22

APPROVED: 

Finance

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Ratification of warrants in the amount of \$2,692,637.22

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Warrant Register #46



WARRANT REGISTER #46
5/17/2016

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ABLE PATROL & GUARD	SECURITY GUARD SERVICE / LIBRARY	323406	5/17/16	3,034.75
AMAZON	BOOKS - LIBRARY	323407	5/17/16	2,589.43
BAKER & TAYLOR	BOOKS- LIBRARY	323408	5/17/16	3,732.17
BRODART CO	BOOKS - LIBRARY	323409	5/17/16	1,382.12
FIRST BOOK NATIONAL OFFICE	GIVEAWAY BOOKS / LIBRARY	323410	5/17/16	204.60
HOMETOWN BUFFET	COOKIES / LIBRARY VOLUNTEER APPRECIATION	323411	5/17/16	14.00
ROBERTO'S CATERING SERVICE	CATERING SERVICES / LIBRARY VOLUNTEERS	323412	5/17/16	517.50
SCLLN	2016 MEMBERSHIP / LIBRARY	323413	5/17/16	150.00
SMART & FINAL	MOP #45756 - SUPPLIES / LIBRARY	323414	5/17/16	215.05
U S POSTMASTER	POSTAGE / OVERDUE NOTICES - LIBRARY	323415	5/17/16	98.00
COUNTY OF SAN DIEGO	ED VILLAGE MONITORING WELL CLOSURE PLAN	323416	5/17/16	1,420.00
ACTION TARGET INC	INITIAL DEPOSIT FOR RANGE UPGRADE / PD	323417	5/17/16	11,551.28
AGUIRRE, C	REIMB / 2015 BROWNFIELDS TRAINING / HOUSING	323418	5/17/16	1,566.71
ALDEMCO	CONSUMABLES- NUTRITION CENTER	323419	5/17/16	774.82
AMEDEE, W	REIMB: TARGUS 4-PORT HUBS	323420	5/17/16	41.88
AMERICAN PLANNING ASSOCIATION	MEMBERSHIP: MARTIN REEDER / ID 255425	323421	5/17/16	485.00
AT&T MOBILITY	WIRELESS SERVICE / 3/06/16 - 4/05/16	323422	5/17/16	2,260.26
BELTRAN, B	REFUND: MAY PAYMENT / SEC 8	323423	5/17/16	1,118.00
BSE ENGINEERING, INC.	N.C. POLICE STATION PROJECT	323424	5/17/16	28,322.85
BURKETT RESTAURANT EQUIPMENT	REACH-IN REFRIGERATOR/FREEZER	323425	5/17/16	17,347.88
CHELIUS, A	REIMB: RADAR CERT & LASER / PD	323426	5/17/16	101.76
CITY OF SAN DIEGO	TRANSPORTATION & TREATMENT SEWER FEES	323427	5/17/16	1,296,948.00
CLEAN HARBORS	HOUSEHOLD HAZARDOUS WASTE	323428	5/17/16	690.00
COMMERCIAL OFFICE INTERIORS	BULLDOGG TUFF EXTINGUISHER / FIRE	323429	5/17/16	5,297.40
CORDERO, E	REIMB: CANINE PROGRAM MGMNT / PD	323430	5/17/16	150.36
COUNTY OF SAN DIEGO	BUILDING RECORDS / HOUSING	323431	5/17/16	36.00
COUNTY OF SAN DIEGO	MAIL PROCESSING SERVICES / MAR 2016	323432	5/17/16	4,630.52
DATA TICKET INC	TICKET APPEALS & ON-LINE ACCESS / NSD	323433	5/17/16	2,422.53
DAY WIRELESS SYSTEMS	QUARTERLY MAINTENACE SVC / FIRE	323434	5/17/16	6,534.00
DEESE, L	REIMB: CCMA CONFERENCE WORKSHOP	323435	5/17/16	124.20
D-MAX ENGINEERING	N.C. PROP.84 A AVE. PROJECT	323436	5/17/16	8,231.03
DPI DIRECT	AERIAL MAPS - MOUNTED AND FRAMED	323437	5/17/16	483.84
E2 MANAGE TECH INC	N.C. 2020 HOOVER UST. PROJECT	323438	5/17/16	3,095.00
EQUIFAX INFORMATION SVCS	CREDIT CHECK SERVICES / S8	323439	5/17/16	52.80
FAT PIPE NETWORKS	GOLD SERVICE 50-200MB -2U / MIS	323440	5/17/16	1,920.00
FEDEX	EXPRESS SHIPMENT/ ENG	323441	5/17/16	58.09
FEDEX	EXPRESS SHIPMENT/ HOUSING	323442	5/17/16	58.68
GONZALEZ, M	REFUND: WAGE GARNISHMENT / LIBRARY	323443	5/17/16	67.00
HDL COREN & CONE	CONTRACT SVC PROPERTY TAX	323444	5/17/16	2,640.00
HONEYWELL INTERNATIONAL INC	CITY WIDE HVAC MAINTENANCE / PW	323445	5/17/16	29,938.69
HUNTER'S NURSERY INC	MOP 45719 PLANTS / NSD	323446	5/17/16	513.12
JUST CONSTRUCTION INC	PARADISE VALLEY RD PROJECT	323447	5/17/16	5,033.37
BOWES, K	REFUND: DOUBLE PAYMENT OF CITATION	323448	5/17/16	200.00
KIMLEY HORN AND ASSOC INC	PARADISE CREEK ED. PROJECT	323449	5/17/16	116,437.05
LIFE-ASSIST, INC.	3M LITTMAN IDENTIFICATION TAG / FIRE	323450	5/17/16	476.24
LOPEZ, T	TRANSLATION SERVICES / 05/02/2016	323451	5/17/16	140.00
MABPA	MONTHLY LUNCH MEETING / CM MENDIVIL	323452	5/17/16	25.00
MAN K9 INC	MONTHLY SERVICE FEE / POLICE	323453	5/17/16	1,560.00
MAYER REPROGRAPHICS	PLANS FOR PL TREET / ENG	323454	5/17/16	160.20



**WARRANT REGISTER #46
5/17/2016**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MES CALIFORNIA	CROWBAR HOLDER / FIRE	323455	5/17/16	47.06
MICHAEL BAKER INTERNATIONAL	8TH ST SAFETY ENHANCEMENTS PROJECT	323456	5/17/16	2,900.00
MORA, S	REIMB: EXPERANZA STAFF RIDE / FIRE	323457	5/17/16	103.40
MORRISON, D	REIMB: PAPER FOR CERTIFICATES	323458	5/17/16	27.24
NEW CENTURY CONSTRUCTION INC	D AVENUE AND 12TH ST. PROJECT	323459	5/17/16	104,703.77
OPENGOV INC	OPENGOV RENEWAL / MIS	323460	5/17/16	8,500.00
PADRE JANITORIAL SUPPLIES	JANITORIAL SUPPLIES- NUTRITION	323461	5/17/16	75.53
PRO BUILD	MOP 45707 SMOKE ALARM / HOUSING	323462	5/17/16	98.08
PROJECT PROFESSIONALS CORP	PLAZA BLVD. WIDENING PROJECT	323463	5/17/16	68,017.52
PRUDENTIAL OVERALL SUPPLY	MOP 45742. LAUNDRY SERVICES / NSD	323464	5/17/16	25.08
RDO EQUIPMENT CO	EQUIPMENT REPAIR AND PARTS / PW	323465	5/17/16	654.62
S D COUNTY VECTOR CNTRL PROGRM	MOSQUITO & VECTOR DISEASE CONTROL	323466	5/17/16	40.00
SAN DIEGO GAS & ELECTRIC	GAS & ELECTRIC - NUTRITON CENTER	323467	5/17/16	182.85
SAN DIEGO GAS & ELECTRIC	PROPERTY TAX / BAY SHORE BIKEWAY	323468	5/17/16	520.92
SAN DIEGO REGIONAL TRAINING CENTER	IMAGE & PRESENTATION SKILLS/J FLORES-CLARK	323469	5/17/16	500.00
SAN DIEGO UNION TRIBUNE	LEGAL NOTICES ADVERTISING	323470	5/17/16	4,822.60
SAN DIEGO UNION TRIBUNE	PUBLIC NOTICE / HOUSING	323471	5/17/16	369.25
SDCHCC	MEMBERSHIP / MAYOR MORRISON	323472	5/17/16	149.00
SDG&E	GAS AND ELECTRIC UTILITIES / S A	323473	5/17/16	17.89
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	323474	5/17/16	394.17
SHINN, D	REIMB: TINY TOTS PROGRAM SUPPLIES	323475	5/17/16	166.60
SMART & FINAL	MOP 45756 MISC SUPPLIES / COMM SVC	323476	5/17/16	110.32
SMART SOURCE OF CALIFORNIA LLC	MOP 63845 REGULAR ENVELOPES	323477	5/17/16	394.60
SOUTHERN CALIFORNIA SOIL &	12TH ST. & D AVE. PROJECT	323478	5/17/16	474.00
SPRINGER, K	SUBSISTENCE: TASER INSTRUCTOR / PD	323479	5/17/16	192.60
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES / S8	323480	5/17/16	1,873.86
STARTECH COMPUTERS	MOP 61744 COLOR SCANNER / MIS	323481	5/17/16	499.85
STC TRAFFIC INC	LIBRARY REMODEL PROJECT	323482	5/17/16	111,301.80
STILES, J	ED REIMBURSEMENT	323483	5/17/16	250.00
SYSCO SAN DIEGO INC	CONSUMABLES / FOOD - NUTRITION	323484	5/17/16	2,840.33
TARGET SPECIALTY PRODUCTS	TUITION: RIGHT OF WAY PREP COURSE / PW	323485	5/17/16	736.00
U S BANK	CREDIT CARD EXPENSES / PD	323486	5/17/16	3,538.01
U S HEALTHWORKS	PRE-EMPLOYMENT PHYSICALS	323487	5/17/16	175.00
UNITED PARCEL SERVICE	UPS CHARGES / PD	323488	5/17/16	766.48
VEG APPEAL	LUNCH AND LEARN PRESENTATION	323489	5/17/16	400.00
VERIZON WIRELESS	CELLULAR SERVICE / 3/22/16 - 4/21/16	323490	5/17/16	9,288.13
WEST TECH CONTRACTING INC	PARADISE CREEK REST. PROJECT	323491	5/17/16	213,819.46
WESTERN RIM CONSTRUCTORS INC	KIMBALL,EL TOYON & SKATE P. PROJECT	323492	5/17/16	551,071.19
			A/P Total	2,654,898.39
WIRED PAYMENTS				
PAYCHEX BENEFIT TECHNOLOGIES	ESR SERVICES 04/01/16 - 05/31/16	542524	5/13/16	1,017.00
PAYCHEX BENEFIT TECHNOLOGIES	ESR ONGOING SERVICE APR THRU MAY 2016	542524	5/13/16	100.00
ARCO BUSINESS SOLUTIONS	FUEL FOR CITY FLEET	808581	5/13/16	29,079.01

SECTION 8 HAPS PAYMENTS	Start Date 4/27/2016	End Date 5/3/2016	7,542.82
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GRAND TOTAL**\$ 2,692,637.22**

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

JERRY CANO, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

ALBERT MENDIVIL, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 21st OF JUNE, 2016.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: Warrant Register #47 for the period of 05/18/16 through 05/24/16 in the amount of \$2,334,127.53.
(Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: June 21, 2016

AGENDA ITEM NO.

ITEM TITLE:

Warrant Register #47 for the period of 05/18/16 through 05/24/16 in the amount of \$2,334,127.53.
(Finance)

PREPARED BY: K. Apalategui

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 05/18/16 through 05/24/16.

Consistent with Department of Finance practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Dick Miller Inc	323513	449,267.21	Plaza Blvd Widening Project
Esgil Corporation	323516	78,959.16	Plan Check Services / Building
Kimley Horn and Assoc	323524	83,313.04	Paradise Creek Ed. Project
Kinsman Construction Inc	323525	111,079.32	Police Dept. Improvement Project
Tristar Risk Management	762126	75,299.79	April 2016 WC Replenishment
Public Emp Ret System	5192016	370,018.97	Service Period 04/26/16 – 05/19/16

FINANCIAL STATEMENT:

APPROVED: 

Finance

ACCOUNT NO.

APPROVED: _____

MIS

Reimbursement total \$2,334,127.53

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Ratification of warrants in the amount of \$2,334,127.53

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Warrant Register #47



WARRANT REGISTER #47
5/24/2016

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
RANCHO CUCAMONGA COURTYARD	ANTI-GRAFFITI CONFERENCE / KIM / NSD	323493	5/23/16	352.62
AFLAC	AFLAC ACCT BDM36 / JUNE 2016	323494	5/24/16	579.40
ALDEMCO	CONSUMABLES- NUTRITION CENTER	323495	5/24/16	615.44
AMEDEE, W	REIMB: RESISTANCE LOOP BANDS	323496	5/24/16	8.69
ASSI SECURITY INC	CITY WIDE SECURITY REPAIRS	323497	5/24/16	1,135.00
AT&T	PHONE SERVICES / 4/25/16 - 5/25/16	323498	5/24/16	357.32
ATKINS NORTH AMERICA INC	SEWER SERVICES TAX ROLL	323499	5/24/16	1,012.50
BENAVIDEZ, A	REFUND: OVERPAYMENT RESIDENTIAL RENTAL	323500	5/24/16	60.00
BEST BEST & KRIEGER ATTNY LAW	LIABILITY CLAIM COSTS	323501	5/24/16	88.50
BOOT WORLD	MOP#64096 SAFETY APPAREL / PW	323502	5/24/16	125.00
BRIAN COX MECHANICAL INC	CITY WIDE HVAC / MAY 2016	323503	5/24/16	186.00
BROADWAY AUTO ELECTRIC	ELECTRICAL PARTS FOR CITY VEHICLES	323504	5/24/16	111.80
CALIFORNIA DIESEL COMPLIANCE	OPACITY TESTING AND DPF CLEANING SVCS	323505	5/24/16	380.00
CALIFORNIA ELECTRIC SUPPLY	MOP#45698 ELECTRIC SUPPLIES / PW	323506	5/24/16	504.74
CHILDREN'S HOSPITAL	SAFE ROUTES TO SCHOOL PROGRAM	323507	5/24/16	10,739.87
COMMERCIAL AQUATIC SERVICE INC	PURCHASE OF POOL CHEMICAL & SUPPLIES	323508	5/24/16	1,269.85
COUNTY OF SAN DIEGO	SHARE OF PC REVENUE - APR 2016	323509	5/24/16	10,122.50
COX COMMUNICATIONS	INTERNET SERVICE / APRIL 2016	323510	5/24/16	3,579.81
CULLIGAN	WATER SOFTNER - NUTRITION CENTER	323511	5/24/16	212.50
DANIELS TIRE SERVICE	MOP#76986 TIRES / PW	323512	5/24/16	2,245.45
DICK MILLER INC	PLAZA BLVD WIDENING PROJECT	323513	5/24/16	449,267.21
D-MAX ENGINEERING	N.C. FIRE CALFIRE URBAN GRANT PROJECT	323514	5/24/16	9,192.50
ENTERPRISE FLEET MANAGEMENT	FLEET MANAGEMENT / ENG	323515	5/24/16	14,516.51
ESGIL CORPORATION	PLAN CHECK SERVICES / BUILDING	323516	5/24/16	78,959.16
EXPRESS PIPE AND SUPPLY CO INC	PLUMBING PARTS & MATERIALS / PW	323517	5/24/16	225.07
FEDEX	EXPRESS SHIPMENT/ FIRE	323518	5/24/16	65.97
FEDEX	EXPRESS SHIPMENT/ CITY ATTNY	323519	5/24/16	25.40
FLORES CLARK, J	REIMB: IAAP - BLDG GREAT BUSINESS	323520	5/24/16	50.00
GRAINGER	MOP#65179 SUPPLIES / PW	323521	5/24/16	1,579.06
HYDRO SCAPE PRODUCTS INC	MOP#45720 SUPPLIES / PW	323522	5/24/16	955.12
INDEPENDENT FORENSIC SERVICES	SART EXAMS / PD	323523	5/24/16	1,250.00
KIMLEY HORN AND ASSOC INC	PARADISE CREEK ED. PROJECT	323524	5/24/16	83,313.04
KINSMAN CONSTRUCTION INC	POLICE DEPT. IMPROVEMENT PROJECT	323525	5/24/16	111,079.32
KNOX ATTORNEY SERVICE INC	COURT FILING / CITY ATTORNEY	323526	5/24/16	124.50
KONICA MINOLTA	COPIER EQUIPMENT LEASE	323527	5/24/16	1,740.72
KTU&A	N.C. SRTS PEDS. PROJECT	323528	5/24/16	20,076.00
LASER SAVER INC	MOP 45725 TONER CARTRIDGE/FIRE	323529	5/24/16	424.88
LOPEZ, T	TRANSLATION SERVICES 5/17/16	323530	5/24/16	140.00
MARTIN & CHAPMAN	ELECTION MATERIALS SUPPLIES / CITY CLERK	323531	5/24/16	139.35
MEDIFIT COMMUNITY SERVICES LLC	POOL EQUIPMENT AND SUPPLIES / CSD	323532	5/24/16	6,953.88
MTS	MTS TROLLEY FLAGGER / NSD	323533	5/24/16	149.85
MUNICIPAL CODE CORPORATION	SUPPLEMENT #46 UPDATE 1 / CITY CLERK	323534	5/24/16	207.11
NAPA AUTO PARTS	MOP#45735 EQUIPMENT SUPPLIES	323535	5/24/16	163.96
NATIONAL CITY AUTO TRIM	MOP#72441 AUTO PARTS / PW	323536	5/24/16	190.00
NATIONAL CITY CHAMBER	NC TOURISM MARKETING - MAR 2016	323537	5/24/16	27,815.43
NATIONAL CITY TROPHY	MOP#66556 SIGNS / PW	323538	5/24/16	122.63
ORKIN	CITY WIDE PEST MAINTENANCE	323539	5/24/16	416.50
PACIFIC TELEMAGEMENT SERVICE	PAYPHONE SERVICES / APRIL 2016	323540	5/24/16	153.00
PAL GENERAL ENGINEERING INC	8TH ST. SMART ECT	323541	5/24/16	48,620.00



WARRANT REGISTER #47
5/24/2016

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PENSKE FORD	R&M CITY VEHICLES / PW	323542	5/24/16	577.97
PRO BUILD	WOOD MATERIALS FOR TRAINING / FIRE	323543	5/24/16	2,482.76
PRUDENTIAL OVERALL SUPPLY	MOP#45742 LAUNDRY SERVICES / PW	323544	5/24/16	524.22
RUSS' BEE REMOVAL	CITY-WIDE ONSITE BEE REMOVAL SERVICES	323545	5/24/16	475.00
SAM'S ALIGNMENT SERVICE	MOP#72442 AUTO EQUIPMENT	323546	5/24/16	196.82
SDG&E	GAS & ELECTRIC UTILITIES	323547	5/24/16	39,509.36
SEAPORT MEAT COMPANY	FOOD FOR NUTRITION CENTER	323548	5/24/16	114.29
SHAPE UP STUDIO	FITNESS CLASSES	323549	5/24/16	360.00
SMART SOURCE OF CALIFORNIA LLC	MOP 63845 BADGE CARDS / PD	323550	5/24/16	607.14
SOUTHERN CALIFORNIA SOIL	PARADISE CREEK REST. PROJECT	323551	5/24/16	3,888.00
SPARKLETT'S	WATER - COUNCIL	323552	5/24/16	2.00
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES / FIRE	323553	5/24/16	630.07
STARTECH COMPUTERS	MOP 61744 MISC SUPPLIES / MIS	323554	5/24/16	422.50
STC TRAFFIC INC	T&A #1548: TROLLEY STATIONS PROJECT	323555	5/24/16	62.50
STEVENSON, S	REIMB: CCMA RETREAT / HR	323556	5/24/16	124.20
SUPERIOR READY MIX	COLD MIX ASPHALTS & TACK OIL / PW	323557	5/24/16	128.30
SWEETWATER AUTHORITY	WATER SERVICE UTILITIES	323558	5/24/16	433.68
SYSCO SAN DIEGO INC	CONSUMABLES/FOOD - NUTRITION	323559	5/24/16	4,864.13
U S BANK	CREDIT CARD EXPENSES / SA	323560	5/24/16	553.46
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT	323561	5/24/16	202.50
VERIZON WIRELESS	CELLULAR SERVICE / 4/19/16 - 5/20/16	323562	5/24/16	2.20
VISION SERVICE PLAN	VISION SVC PLAN CA / MAY 2016	323563	5/24/16	427.11
VISTA PAINT	MOP 68834 MISC SUPPLIES / NSD	323564	5/24/16	64.92
WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES / PW	323565	5/24/16	1,779.12
WILLY'S ELECTRONIC SUPPLY	MOP 45763 MISC SUPPLIES / MIS	323566	5/24/16	121.36
CHRISTENSEN & SPATH LLP	LEGAL/MORGAN SQUARE / SA	323567	5/24/16	672.50
OPPER & VARCO LLP	LEGAL/WI TOD / SA	323568	5/24/16	65.00
THE BANK OF NEW YORK MELLON	ADMIN FEE 05/01/16 - 04/30/17 / SA	323569	5/24/16	2,215.40
THE LAW OFFICES OF EDWARD Z KOTKIN	LEGAL/OVERSIGHT BOARD / SA	323570	5/24/16	280.00
ROUSTON, J	COMMERCIAL LICENSE REIMBURSEMENT / PW	323571	5/24/16	60.00
SAN BERNARDINO CNTY SHERIFF'S	TUITION: POST SUPERVISORY COURSE / PD	323573	5/24/16	100.00

A/P Total 953,549.67

WIRED PAYMENTS

TRISTAR RISK MANAGEMENT	APRIL 2016 WC REPLENISHMENT	762126	5/20/16	75,299.79
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 04/26/16 - 05/09/16	5192016	5/19/16	370,018.97

PAYROLL

<u>Pay period</u>	<u>Start Date</u>	<u>End Date</u>	<u>Check Date</u>	
11	5/10/2016	5/23/2016	6/1/2016	935,259.10

GRAND TOTAL

\$ 2,334,127.53

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

JERRY CANO, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

ALBERT MENDIVIL, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 21st OF JUNE, 2016.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: Public hearing confirming the assessment and ordering the levy for the Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2016/17. (Planning)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: June 21, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Public hearing confirming the assessment and ordering the levy for the Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2016/17. (Planning)

PREPARED BY: Raymond Pe, Principal Planner

PHONE: 336-4421 |

DEPARTMENT: Planning Division

APPROVED BY: 

EXPLANATION:

On June 7, 2016, the City Council declared its intention to conduct a public hearing concerning the levy of assessments for Landscape Maintenance District No. 1 (Mile of Cars). At the June 7, 2016 meeting, the City Council initiated the proceedings for the levy and collection of assessments and approved the Annual Report ("Engineer's Report"), which identifies the assessment to be levied and the work program to be conducted by the Mile of Cars Landscape Maintenance District. This public hearing is to receive any public comments on the levy and collection of these assessments for Fiscal Year 2016/17.

FINANCIAL STATEMENT: Not Applicable.

ACCOUNT NO.

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This action is not subject to the California Environmental Quality Act since it is not a project as defined in the California Code of Regulations, Section 15378.

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Conduct the public hearing.

BOARD / COMMISSION RECOMMENDATION:

Not applicable.

ATTACHMENTS:

2016/17 Engineer's Report (Annual Report)



**City of National City
Landscape Maintenance District No. 1
(Mile of Cars)**

Engineer's Report

Fiscal Year 2016/17

Main Office

32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516 Fax: 951.296.1998

Regional Office

870 Market Street, Suite 1223
San Francisco, CA 94102
Toll free: 800.434.8349 Fax: 415.391.8439

**CITY OF NATIONAL CITY
LANDSCAPE MAINTENANCE DISTRICT NO. 1
(MILE OF CARS)**

**1243 National City Boulevard
National City, CA 91950
Phone - (619) 336-4241
Fax - (619) 336-4239**

CITY COUNCIL

Ron Morrison, Mayor

Jerry Cano, Vice Mayor

Albert Mendivil, Councilmember

Mona Rios, Councilmember

Alejandra Sotelo-Solis, Councilmember

CITY STAFF

Leslie Deese, City Manager

Brad Raulston, Executive Director

Ray Pe, Principal Planner

DISTRICT STAFF

Leslie Larranaga-Britt, Executive Director

NBS

Pablo Perez, Project Director

Brian K. Thomas, Assessment Engineer

Brian Brown, Associate Director

Reena Arvizu, Financial Analyst

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1. ENGINEER'S LETTER

WHEREAS, the City Council of the City of National City (the "City"), State of California, directed NBS Government Finance Group, DBA NBS ("NBS") to prepare and file a report presenting plans and specifications describing the general nature, location and extent of the improvements to be maintained, an estimate of the costs of the maintenance, operations and servicing of the improvements for the City's Landscape Maintenance District No. 1 (Mile of Cars) (the "District") for Fiscal Year 2016/17. The report includes a diagram for the District, showing the area and properties proposed to be assessed, an assessment of the estimated costs of the maintenance, operations and servicing the improvements, and the net amount upon all assessable lots and/or parcels within the District in proportion to the special benefit received and;

WHEREAS, the assessment for each parcel is in compliance with the Proposition 218 Omnibus Implementation Act and Section 4 of Article XIII D of the California Constitution. The proposed assessment is not proposed to increase by more than the 10% annual increase approved at formation of the District over the Fiscal Year 2015/16 maximum assessment.

NOW THEREFORE, only special benefits are assessed and any general benefits have been separated from the special benefits for purposes of this report. The following assessment is made to cover the portion of the estimated costs of maintenance, operation and servicing of said improvements to be paid by the assessable real property within the District in proportion to the special benefit received:

Summary of Assessment	Fiscal Year 2016/17 Amounts
Annual Budget	\$155,735.97
(Less) General Benefit Contribution by City	(12,704.26)
(Less) Rounding Adjustment (1)	(0.21)
Annual Assessment	\$143,031.50

(1) Adjustment made to select parcels since amounts placed on the tax roll must be rounded down to even cents.

I, the undersigned, respectfully submit the enclosed Engineer's Report and, to the best of my knowledge, information and belief, the assessments herein have been prepared and computed in accordance with the assessment methodology adopted and approved by the City Council at the time of district formation.



A handwritten signature in blue ink, appearing to read "Brian Thomas".

Brian Thomas, Assessment Engineer

2. OVERVIEW

2.1 Introduction

The City formed the District to provide maintenance services to benefit certain parcels in the City. The District was formed in 1995 and the levies are made pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highway Code* (the "Act").

The City designated the Mile of Cars Association as the entity that maintains and administers the improvements and services funded by the District. The 2016/17 Engineer's Report (the "Report") describes the District and the annual assessment per parcel for Fiscal Year 2016/17 which is based on the historical and estimated costs to maintain the improvements and provide the services that benefit parcels within the District.

The word "parcel," for the purposes of this Report, refers to an individual property assigned its own Assessor's Parcel Number by the San Diego County Assessor's Office. The San Diego County Auditor-Controller uses Assessor's Parcel Numbers and specific Fund Numbers to identify on the tax roll, properties assessed for special district benefit assessments.

Following consideration of public comments at a noticed public hearing, and following review of the Report, the City Council may confirm the Report as submitted, and may order the levy and collection of assessments for Fiscal Year 2016/17. If approved, the assessment information shall be submitted to the County Auditor-Controller, and included on the property tax roll for each benefiting parcel for Fiscal Year 2016/17.

2.2 Description of the District Boundaries

The District's improvements are generally located along National City Boulevard and bounded by 19th Street to the north and 33rd Street and State Route 54 (SR 54) to the south.

2.3 Description of Improvements

A general description of the improvements to be maintained under these proceedings is described as follows, but, shall not be limited to:

1. Median Improvements
 - Landscape planting and irrigation
 - Colored concrete hardscape
 - Lighting system
 - Graphic panels, banners and signage
 - Painted crosswalks
 - Identification sign at 23rd Street and McKinley Avenue

2. **Frontage Improvements**
 - Improvements to parkways on both sides of National City Boulevard between 18th Street and 33rd Street
 - Landscape planting and irrigation
 - Colored concrete sidewalks and mow curbs
 - Street furniture

2.4 Description of Maintenance

The maintenance of the improvements shall include the furnishing of services and materials for the ordinary and usual maintenance and servicing of the improvements, including but shall not be limited to:

1. **General Plant Maintenance**
 - Mowing, trimming, pruning and weeding
 - Watering, including water usage
 - Fertilizing
 - Plant replacement
 - Periodic skinning of palm trees
2. **Maintenance of Irrigation System**
 - Adjustment of timers
 - Repair/replacement of worn-out, stolen or malfunctioning equipment
3. **Periodic restriping of decorative crosswalks**
4. **Periodic repainting of metal benches and trash receptacles**
5. **Periodic repainting and repair of light poles, graphic panels, signage and other miscellaneous equipment**
6. **Maintenance of electrical system**
 - Bulb replacement
 - Repair/replacement of worn out or malfunctioning equipment
 - Electrical energy charges
7. **Litter removal**
8. **Trash pick-up**
9. **Other repairs of damage caused by vandalism and/or traffic accidents**

3. ESTIMATE OF COSTS

3.1 District Budget

The cost of servicing, maintaining, repairing and replacing the improvements as described in the Description of Maintenance are summarized in the table below. Estimated expenditures are shown along with the incidental expenses to be funded by the District.

The following table summarizes the components that make up the Fiscal Year 2016/17 estimate of costs for the District:

Description	Median Improvements	Frontage Improvements	Total
<u>Maintenance Costs</u>			
1. Lawn planting care	\$0.00	\$41,371.29	\$41,371.29
2. Median planting care	20,556.06	0.00	20,556.06
3. Palm tree maintenance	4,095.00	4,095.00	8,190.00
4. Water usage	13,836.67	13,836.67	27,673.34
5. Refurbishment of graphic panels	13,000.00	0.00	13,000.00
6. General maintenance of electrical system/lights	3,046.11	0.00	3,046.11
7. Electrical usage	15,000.00	0.00	15,000.00
8. Refurbishment of decorative crosswalks	750.00	750.00	1,500.00
9. Reserves	<u>250.00</u>	<u>250.00</u>	<u>500.00</u>
Total Cost of Annual Maintenance:	\$70,533.84	\$60,302.96	\$130,836.80
<u>Incidental Expenses</u>			
A. Administration	\$3,000.00	\$3,000.00	\$6,000.00
B. Other contractual obligations(1)	4,500.00	4,500.00	9,000.00
C. Engineering	250.00	250.00	500.00
D. City expenses	2,750.00	2,750.00	5,500.00
E. Consultant fees	1,947.29	1,947.29	3,894.57
F. County collection fees	<u>2.30</u>	<u>2.30</u>	<u>4.60</u>
Total Incidentals:	\$12,449.59	\$12,449.59	\$24,899.17
Total Estimated Annual Cost:	\$82,983.42	\$72,752.54	\$155,735.97
(Less) General Benefit Contribution(2):	<u>(\$6,848.84)</u>	<u>(\$5,855.42)</u>	<u>(\$12,704.26)</u>
TOTAL ANNUAL ASSESSMENT(3):	\$76,134.59	\$66,897.13	\$143,031.71

(1) Includes legal, accounting and advertising.

(2) General benefit contribution will be funded from other sources and is not being paid from annual assessments.

(3) Allow for minor rounding error. Annual budget does not include installment rounding adjustment of \$0.21.

3.2 Reserve Budget

The City may establish and collect reserve funds for the District in order to pay for the maintenance and servicing of the improvements prior to December 10 of the fiscal year, or whenever the City expects to receive its apportionment of special assessments and tax collections from the County, whichever is later. The fund may be allowed to accumulate in anticipation of any unforeseen expenses not included in the yearly maintenance costs.

The following table details the current and projected reserve fund balances:

Reserve Fund 12/31/2015 Balance	Reserve Fund Collection/Reduction FY 2016/17	Reserve Fund 6/30/2017 Projection
\$116,660.00	\$500.00	\$117,160.00

4. ASSESSMENT DIAGRAM

The Assessment Diagram sets forth (a) the exterior boundaries of the District and (b) the lines of each lot or parcel of land within the District. The Assessment Diagram further identifies each lot or parcel by a distinctive number or letter. For a detailed description of the lines and dimensions of any lot or parcel, reference is made to the County Assessor's Map applicable for the next fiscal year, which map shall govern for all details concerning the lines and dimensions of such lots or parcels. The following pages provide a copy of the Amended Assessment Diagram for the District.

AMENDED ASSESSMENT DIAGRAM OF LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS)

SHEET 1 OF 3 SHEETS

CITY OF NATIONAL CITY
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF NATIONAL CITY THIS _____ DAY OF _____, 1996.

CITY CLERK
CITY OF NATIONAL CITY
STATE OF CALIFORNIA

RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS OF THE CITY OF NATIONAL CITY THIS _____ DAY OF _____, 1996.

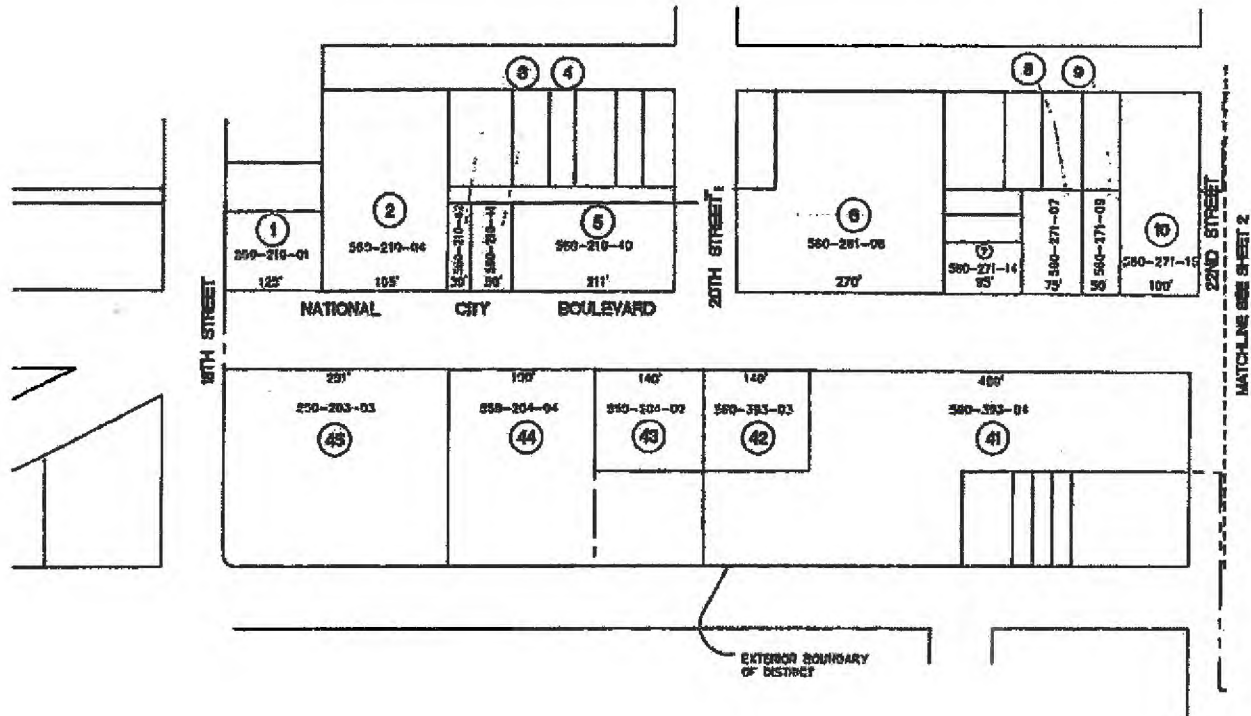
SUPERINTENDENT OF STREETS
CITY OF NATIONAL CITY
STATE OF CALIFORNIA

AN ASSESSMENT WAS LEVIED BY THE CITY COUNCIL ON THE LOTS, PIECES, AND PARCELS OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM. SAID ASSESSMENT WAS LEVIED ON THE _____ DAY OF _____, 1996. SAID ASSESSMENT DIAGRAM AND THE ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS OF SAID CITY ON THE _____ DAY OF _____, 1996. REFERENCE IS MADE TO THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS FOR THE EXACT AMOUNT OF EACH ASSESSMENT LEVIED AGAINST EACH PARCEL OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM.

CITY CLERK
CITY OF NATIONAL CITY
STATE OF CALIFORNIA

FILED THIS _____ DAY OF _____, 1996, AT THE HOUR OF _____ O'CLOCK _____ A.M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN DIEGO, CALIFORNIA.

COUNTY RECORDER
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA



REVISED 8-1-96
REVISED 6-11-97
REVISED 6-19-02
REVISED 6-09-03
REVISED 5-26-04

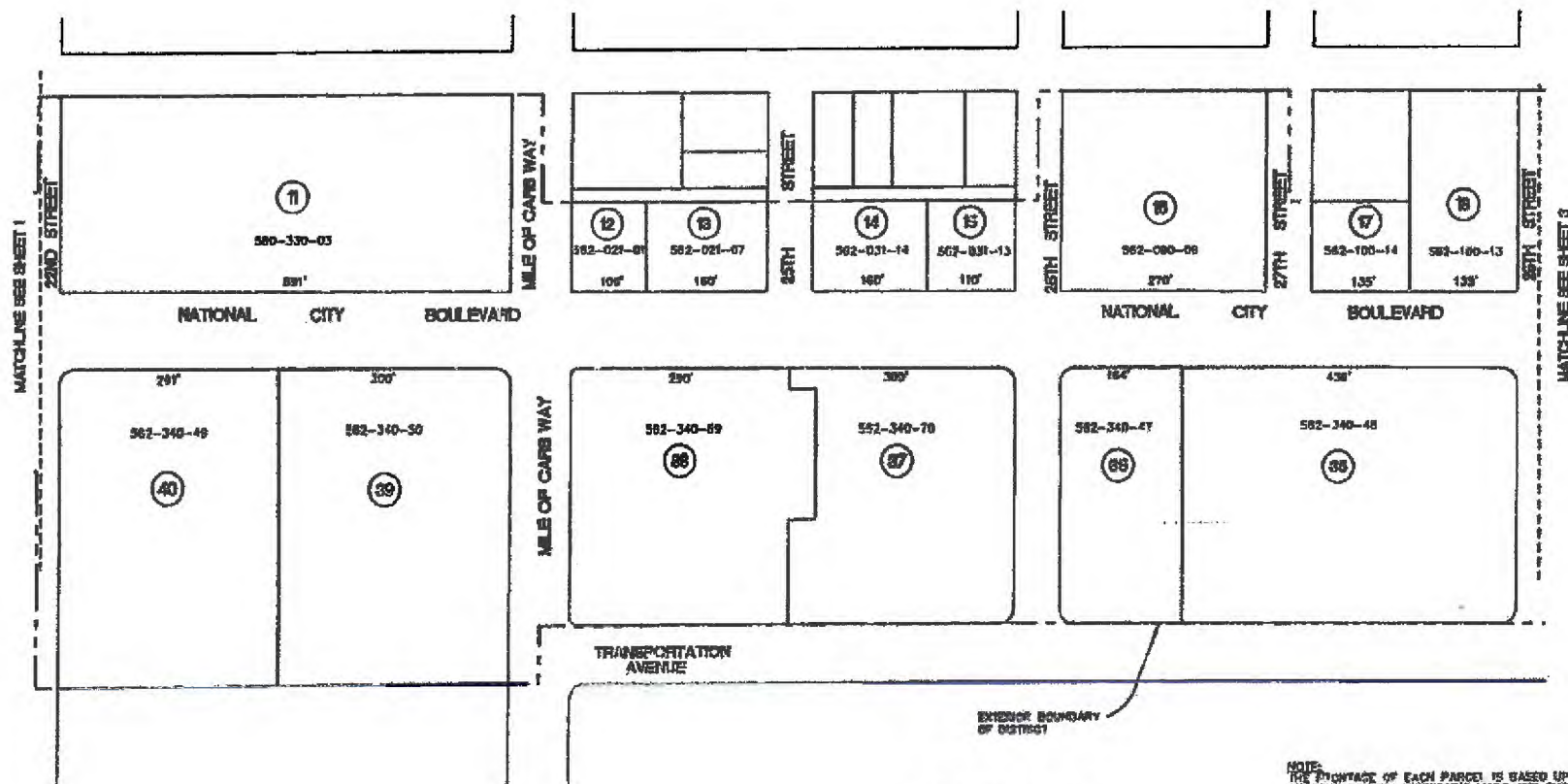


NOTE:
THE FRONTAGE OF EACH PARCEL IS BASED UPON CURRENT COUNTY ASSESSOR'S MAPS AND SHOWN HEREON TO THE NEAREST FOOT. REFER TO ASSESSOR'S PARCEL MAPS FOR PROPERTY DIMENSIONS NOT SHOWN.

NASLAND ENGINEERING
CITY OF ENGINEERING • SURVEYING • LAND PLANNING
4400 Solano Blvd., Ste 200, San Diego, California 92111 • 619-255-7770

AMENDED ASSESSMENT DIAGRAM OF LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARB)

CITY OF NATIONAL CITY
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA



REVISED 8-1-96
REVISED 6-11-97
REVISED 6-19-02
REVISED 6-09-03
REVISED 5-28-04



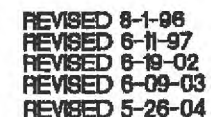
NOTE:
THE DIMENSIONS OF EACH PARCEL IS BASED UPON
CURRENT COUNTY ASSESSOR'S MAPS AND SHOWN
ACCORD TO THE NEAREST FOOT. REFER TO ASSESSOR'S
PARCEL MAPS FOR PROPERTY DIMENSIONS NOT SHOWN.

NASLAND ENGINEERING
CIVIL ENGINEERING - SURVEYING - LAND PLANNING
2700 Refugio Street, San Diego, California 92111 • 619-292-7770

NOTE: ORIGINAL SHEET

N.E. JOB No. 105-148

CITY OF NATIONAL CITY
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA



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4240 Redden Street, San Diego, California, 92111 • 619-582-7770

5. ASSESSMENTS

The actual assessments for Fiscal Year 2016/17, apportioned to each parcel as shown on the latest equalized roll at the County Assessor's office, are listed and submitted as Section 5.2 of this Report. The description of each lot or parcel is part of the records of the County Assessor of the County of San Diego and such records are, by reference, made part of this Report.

5.1 Method of Apportionment

The law requires and the statutes provide that assessments, as levied pursuant to the provisions of the Act, must be based on the benefit that the properties receive from the improvements to be maintained. The statute does not specify the method or formula that should be used in any special assessment district proceedings. The responsibility rests with the Assessment Engineer, who is appointed for the purpose of making an analysis of the facts and determining the correct apportionment of the assessment obligation.

IDENTIFY THE BENEFIT

First, it is necessary to identify the benefit that the improvements to be maintained will render to the properties within the boundaries of the District. The improvements significantly improve the visual appearance of the streetscape, making the Mile of Cars a more enjoyable and desirable location for customers. The special signage and lighting provide a unifying theme, benefiting all of the properties within the District.

The District's improvements and services provide benefits to both those properties within the District boundaries and to the community. The benefit conferred to property within the District will be referred to as an "aesthetic benefit." The aesthetic benefit provided by the district improvements and services are supported by the City's General Plan (the "Plan") and the Citywide Goals and Policies regarding Land Use and Community Character for its districts. The Plan states a desire to, "have the community character integrated and to ensure that physical forms, patterns, and aesthetic features advance the City's desire for a higher quality of life." The aesthetic benefits provided by the improvements and services support the following City policies outlined in the Plan:

- Policy LU-5.3: Recognize the diverse needs of the City's business districts through the development of policies, design guidelines, and implementation measures specific to the unique requirements of each district.
- Policy LU-5.4: Allow for adaptive reuse of vacant car dealerships and the establishment of new compatible uses along the Mile of Cars.
- Policy LU-5.9: Encourage members of the business community to participate in implementing actions to improve business districts.
- Policy LU-5.10: Assist the business community in evaluating National City's marketing and development potential and in identifying development strategies that are beneficial to the public and private sectors.
- Policy LU-9.1: Design developments along mixed-use and "community corridors" for the comfort and enjoyment of pedestrians and bicyclists. This includes features such as street trees, placing buildings close to the street, de-emphasizing parking lots and garages, limited driveway cuts, traffic-calming features, clearly defined street crossings, adequate lighting, and street furnishings where appropriate.

- Policy LU-9.4: Encourage an overall high quality streetscape design, where feasible, that promotes narrow roadways, bike lanes; on-street parking, minimal curb cuts; enhanced crosswalks; appropriate sidewalk widths, landscaped medians and parkways; street trees, planters, and wells; street lighting; street furniture; way finding; enhanced paving; public art; and other features that contribute to the desired character for National City, where appropriate.
- Policy LU-11.2: Identify gateways at major entrances to the City using such features as buildings, street trees, welcome signs, decorative lighting, archways, and other design techniques to announce the gateway.
- Policy LU-11.4: Recognize, maintain, and enhance the character and identity of residential neighborhoods and business districts.
- Policy LU-11.7: Encourage residential and businesses to clean and maintain their properties and public spaces to further a sense of ownership and community pride.
- Policy LU-11.8: Require the sensitive placement, screening, and/or treatment of utility meters, boxes, valves, vaults, switches, plumbing, wiring, fences, etc. to eliminate or minimize the aesthetic impact to the neighborhood.
- Policy LU-11.9: Encourage the improvement of existing signage to help promote a more attractive street scene in business districts.

The Plan states these policies are important because a positive community image and quality community design instills a sense of pride and well-being in the community. The aesthetic benefit attained as a result of the services and improvements provided by the District is detailed below.

Aesthetic Benefit

The aesthetic benefit relates to an improvement in the District's visual appearance as a result of the District improvements and services. The beautification of property within the District can best be described as the ability for the property within the District to develop and operate at the property's highest and best use. Properties within the District receive the following aesthetic benefits as a result of the District's improvements and services:

- Uniform and up to date streetscape and median and frontage improvements create cohesion throughout the District from 18th Street to SR 54. This District cohesion enhances the experience for all stakeholders.
- The improvements and services enhance the community identity of the Mile of Cars area, which will lead to a stronger and healthier street corridor. The image of the Mile of Cars area is improved by maintaining the median and frontage improvements.
- The District revitalizes and beautifies the Mile of Cars area. This revitalization encourages new business development and existing business retention and expansion which overall reduces vacancies and increases lease rates for property, more specifically, the auto dealerships located within the District.
- The streetscape improvements encourage an increase in activity throughout the District. The Mile of Cars area becomes more pedestrian-friendly, thus improving activity for residents and businesses alike.
- Upgraded median and frontage amenities provided by the District enhance the appearance, desirability, and experience of the properties directly fronting the improvements provided throughout the District.

The streetscape improvements add aesthetic value to property adjacent to the improvements, but the improvements also make the property appear more stable and prosperous. The aesthetic benefit received by properties within the District assists each property in developing and operating at its highest and best use.

Separation of General Benefit

Section 4 of Article XIID of the California Constitution provides that once a local agency which proposes to impose assessments on property has identified those parcels that will have special benefits conferred upon them and upon which an assessment will be imposed, the local agency must then "separate the general benefits from the special benefits conferred," and only the special benefits can be included in the amount of the assessments imposed.

General benefit is an overall and similar benefit to the public at large resulting from the improvements and services to be provided. The District improvements and maintenance services, which are more fully presented in Section 2 of this Report, will be provided within the District boundaries only. There will be no improvements or maintenance services provided by the District outside of the District boundaries.

The District provides aesthetic benefits to the properties within the District. However, it is recognized that the District also provides a level of benefit to some property and businesses within close proximity to the District, as well as visitors and individuals passing through the District. Vehicular and pedestrian traffic from property within and outside of the District, as well as individuals passing through the Mile of Cars area will be able to enjoy the improvements and maintenance services. Therefore, it is necessary to quantify the general benefits created as a result of the District improvements and services.

Quantification of General Benefit

As previously mentioned, general benefit is an overall and similar benefit to the public at large resulting from the improvements and services which are funded by the assessment revenue. The District improvements and maintenance services will be provided within the District boundaries only. There will be no improvements or maintenance services provided by the District outside of the District boundaries.

General benefits accrue to individuals "walking through" the District and to vehicles "passing through" the District. Individuals walking through the District are typically people who live in close proximity and whose origin or destination neither begins with nor ends at a parcel within the District. Any walking that begins with or ends at a parcel within the District are considered part of the special benefit for those parcels within the boundaries of the District.

Vehicles passing through the District are those vehicles whose origin or destination neither begins with nor ends at a parcel within the District. Any vehicle trips that begin with or end at a parcel within the District are considered part of the special benefit for those parcels within the boundaries of the District. For the purposes of this analysis, it was determined that the general benefit quantification should be focused on vehicle trips passing through the District because National City Boulevard is a major thoroughfare which connects and provides access to SR 54.

To quantify and separate the amount of general benefit received by the general population as a result of the improvements and services provided by the assessment revenue, it has been determined that general benefits accrue mainly to vehicles "passing through" the District. Meaning, any vehicle using the City's streets that lie within the boundaries of the District that is coming or going to a parcel within the District ultimately is not part of the "general public" benefitting from the proposed improvements and services. Accordingly, the separation of general benefits from special benefits will be measured by that estimated portion of vehicle trips "passing through" the District.

In order to determine the estimated portion of the vehicle trips "passing through" the District, trip generation data was collected for each parcel within the boundaries of the District using San Diego County assigned land use codes and property characteristics. Each land use code was categorized and located in the *ITE Trip Generation Manuals – 2nd Edition*. Using the property characteristics and data gathered from the *ITE Trip Generation Manuals*, the estimated amount of Average Daily Trips (ADT) was calculated for each parcel within the boundaries of the District. The ADT were then added

together for each parcel residing within the boundaries of the District to arrive at a total amount of vehicle trips generated by the District which equaled 13,385 ADT.

The total average vehicle trips were then compared to the average vehicle trip generation data detailed in the *City of National City Comprehensive Land Use Update (Transportation and Circulation)* for the streets running through the District which equaled 14,825 ADT. The comparison concluded that 90.29% of all vehicle trips passing through the District were coming or going to a parcel within the boundaries of the District, hence 90.29% of all vehicle trips passing through the District are designated as benefiting from the special benefits provided by the District. As a result, 9.71% of all vehicle trips passing through the District are general in nature and hence, do not receive any special benefit from the District.

Therefore, 9.71% of the benefits of the services are considered general benefit. Accordingly, 90.29% of the benefit from the improvements and services are considered to provide special benefit to the properties within the District and thus are subject to the assessment.

APPORTIONMENT OF COSTS

In further making the analysis, it is necessary that the property owners receive a special and direct benefit distinguished from that of the general public. In this case, an in-depth analysis was made and several factors are being used in the final method and spread of assessment.

All of the improvements are intended to be of direct benefit to properties within the District. These improvements require significantly more maintenance than normally provided by the City. It is therefore appropriate that the properties receiving the benefit be assessed for the additional cost.

Lineal frontage was assigned as the assessment variable by the assessment engineer because all of the special aesthetic benefits received by properties within the District from the improvements and services provided, using revenues from the annual assessment levy, can be quantified best by identifying the lineal frontage of the property along National City Boulevard. Lineal frontage is a tangible property characteristic that clearly ties the aesthetic benefits received by parcels within the District based upon the amount of frontage of each property, which is where the aesthetic benefit is to be received and realized.

The improvements and maintenance services being provided to and enjoyed by the parcels within the District provide an aesthetic benefit not provided to any parcels outside of the District boundaries. The annual assessment is based upon a parcel's lineal frontage unless otherwise identified by the original assessment engineer, as previously approved by property owners at the formation of the District.

There are generally two categories of improvements to be maintained by the District – the median improvements and the frontage improvements. The median improvements benefit all properties within the District. The improvements to the parkway (referred to herein as Frontage Improvements) benefit those properties which they abut. The specific method of spreading the assessment is described below:

Median Improvements

1. The total cost for maintenance of the Median Improvements is apportioned to all parcels in the District and is based on the frontage of each parcel along National City Boulevard.
2. Parcel 32 (APN 562-220-11) does not have frontage on National City Boulevard, but receives some benefit from median improvements and maintenance services benefiting properties within the boundaries of the District. As a result, the original assessment engineer determined that the parcel received a lower level of benefit and therefore assigned 100 frontage feet of benefit to the parcel.

Frontage Improvements

3. The total cost for maintenance of the Frontage Improvements is apportioned to all parcels in the District and is based on the frontage of each parcel along National City Boulevard.
4. Parcel 32 (APN 562-220-11) does not have frontage on National City Boulevard. As such, Parcel 32 receives no benefit from the frontage improvements.
5. The frontage of each parcel is determined from current assessor's maps for the County of San Diego, State of California. All frontage dimensions have been rounded to the nearest foot.

5.2 Maximum Annual Assessment Rates

The maximum annual assessment to be levied on all properties within the District in any fiscal year shall be subject to an annual escalation of up to 10% based upon actual and anticipated expenditures.

The annual assessment shall not exceed the maximum assessment, unless the appropriate Proposition 218 proceedings are conducted by the City to authorize an increase beyond the maximum assessment amount. The actual combined annual assessment rate for Fiscal Year 2016/17 is \$15.86, which represents a 4.96% increase from Fiscal Year 2015/16.

Fiscal Year	Percentage Increase	Maximum Frontage Rate Per Frontage Foot	Maximum Median Rate Per Frontage Foot	Total Maximum Rate Per Frontage Foot (1)
1996/97	N/A	\$3.29	\$6.43	\$9.72
1997/98	10%	3.62	7.07	10.69
1998/99	10%	3.98	7.78	11.76
1999/00	10%	4.38	8.56	12.94
2000/01	10%	4.82	9.41	14.23
2001/02	10%	5.30	10.35	15.66
2002/03	10%	5.83	11.39	17.22
2003/04	10%	6.41	12.53	18.95
2004/05	10%	7.05	13.78	20.84
2005/06	10%	7.76	15.16	22.93
2006/07	10%	8.54	16.68	25.22
2007/08	10%	9.39	18.35	27.74
2008/09	10%	10.33	20.18	30.52
2009/10	10%	11.36	22.20	33.57
2010/11	10%	12.50	24.42	36.93
2011/12	10%	13.75	26.86	40.62
2012/13	10%	15.12	29.55	44.68
2013/14	10%	16.64	32.51	49.15
2014/15	10%	18.30	35.76	54.07
2015/16	10%	20.13	39.33	59.46
2016/17	10%	22.15	43.27	65.42

(1) Rates are truncated. Allow for minor rounding error.

5.3 Assessment Roll

The proposed Fiscal Year 2016/17 District assessment roll is listed on the following page.

City of National City
Landscape Maintenance District No. 1 (Mile of Cars)
Assessment Roll
Fiscal Year 2016/17

APN	Owner	Frontage (Feet)	Levy	Misc Adj's	Total
560-203-03-00	FUENTES FRANK SEPARATE PROPERTY TRUST 08-13-96	291	\$4,615.49	(\$0.01)	\$4,615.48
560-204-02-00	CAPPS DIANE L & BALL 1998 TRUST	140	2,220.51	(0.01)	2,220.50
560-204-04-00	BALL JOHN D II	190	3,013.55	(0.01)	3,013.54
560-210-01-00	HATTON RONNIE & HATTON PAM	125	1,982.60	0.00	1,982.60
560-210-04-00	LTC PROPERTIES L L C	165	2,617.03	(0.01)	2,617.02
560-210-40-00	CAPPS DIANE L & BALL 1998 TRUST	211	3,346.62	0.00	3,346.62
560-210-41-00	CAPPS DIANE L & BALL 1998 TRUST	50	793.04	0.00	793.04
560-210-42-00	LTC PROPERTIES L L C	30	475.82	0.00	475.82
560-261-08-00	CAPPS DIANE L & BALL 1998 TRUST	270	4,282.41	(0.01)	4,282.40
560-271-07-00	CAPPS DIANE L & BALL 1998 TRUST	75	1,189.56	0.00	1,189.56
560-271-09-00	BALL AUTOMOTIVE GROUP	50	793.04	0.00	793.04
560-271-14-00	CAPPS DIANE L & BALL 1998 TRUST	95	1,506.77	(0.01)	1,506.76
560-271-15-00	CAPPS DIANE L & BALL 1998 TRUST	100	1,586.08	0.00	1,586.08
560-330-03-00	S K R B L P	591	9,373.72	0.00	9,373.72
560-393-03-00	PNJ PROPERTIES L L C	140	2,220.51	(0.01)	2,220.50
560-393-04-00	FALK PROPERTIES N C L L C	480	7,613.17	(0.01)	7,613.16
562-021-01-00	POLAKOFF GARY & DIANE 2401 TRUST	100	1,586.08	0.00	1,586.08
562-021-07-00	DIAZ LUIS J & MARIA G 2004 FAMILY TRUST 01-28-04	160	2,537.72	0.00	2,537.72
562-031-13-00	BALL JOHN II	110	1,744.69	(0.01)	1,744.68
562-031-14-00	BALL JOHN II	160	2,537.72	0.00	2,537.72
562-090-06-00	WEBSTER GEORGE H SECOND LIVING NON-MARITAL TRUST	270	4,282.41	(0.01)	4,282.40
562-100-13-00	BALL JOHN D II	135	2,141.20	0.00	2,141.20
562-100-14-00	WEBSTER GEORGE H SECOND LIVING NON-MARITAL TRUST	135	2,141.20	0.00	2,141.20
562-150-13-00	GEN 3 PROPERTIES ONE L L C	209	3,314.90	0.00	3,314.90
562-160-07-00	GEN3 PROPERTIES TWO LLC	300	4,758.23	(0.01)	4,758.22
562-180-32-00	GEN3 PROPERTIES TWO LLC	82	1,300.58	0.00	1,300.58
562-180-33-00	GEN3 PROPERTIES THREE LLC	127	2,014.32	0.00	2,014.32
562-220-11-00	HARRISON RESIDUAL TRUST & VAUGHN FAMILY LIVING TRUST 02-06-13	100	839.87	(0.01)	839.86
562-220-13-00	MCCUNE MOTORS <LF> MCCREDIE TOD C TRUST 03-28-96 (55	230	3,647.98	0.00	3,647.98
562-220-31-00	MCCUNE MOTORS <LF> MCCREDIE TOD C TRUST 03-28-96 (55	165	2,458.42	0.00	2,458.42
562-220-32-00	FRANK REAL PROPERTIES II LP	314	4,980.28	0.00	4,980.28
562-251-37-00	C V VENTURES L L C	202	3,203.88	0.00	3,203.88
562-251-38-00	C V VENTURES L L C	167	2,648.75	(0.01)	2,648.74
562-252-16-00	ERM FAMILY TRUST 11-19-91 & ERM RUDOLPH F JR	330	5,234.06	0.00	5,234.06
562-321-07-00	S O C PROPERTIES L L C	182	2,886.66	0.00	2,886.66
562-321-08-00	CITY OF NATIONAL CITY COMMUNITY DEVELOPMENT COMMISSI	148	2,347.39	(0.01)	2,347.38
562-330-35-00	MOYNAHAN THOMAS W JR & DARLENE D TRS	249	3,949.33	(0.01)	3,949.32
562-330-42-00	MOYNAHAN THOMAS W JR & DARLENE D TRS	76	1,205.42	0.00	1,205.42
562-330-43-00	54/NATIONAL SELF STORAGE L L C	40	634.43	(0.01)	634.42
562-340-09-00	WESTCOTT REVOCABLE TRUST 10-28-14 & PARADISE DEBRA J	300	4,758.23	(0.01)	4,758.22
562-340-47-00	MOSSY IMPORTS L L C	164	2,601.17	(0.01)	2,601.16
562-340-48-00	MOSSY IMPORTS L L C	436	6,915.30	0.00	6,915.30
562-340-49-00	ESCONDIDO DEVELOPMENT PROPERTIES L L C	291	4,615.49	(0.01)	4,615.48
562-340-50-00	PERRY MOTORS/PROPERTIES OF NATIONAL CITY L L C	300	4,758.23	(0.01)	4,758.22
562-340-69-00	FELICE REAL PROPERTIES I L P	290	4,599.62	0.00	4,599.62
562-340-70-00	FELICE REAL PROPERTIES I L P	300	4,758.23	(0.01)	4,758.22
46 Accounts			\$143,031.71	(\$0.21)	\$143,031.50

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City confirming the assessment and ordering the levy for the Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2016/17. (Planning)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: June 21, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City confirming the assessment and ordering the levy for the Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2016/17. (Planning)

PREPARED BY: Raymond Pe, Principal Planner

PHONE: 336-4421 |

DEPARTMENT: Planning Division

APPROVED BY: 

EXPLANATION:

On June 7, 2016, the City Council declared its intention to conduct a public hearing concerning the levy of assessments for Landscape Maintenance District No. 1 (Mile of Cars). At the June 7, 2016 meeting, the City Council initiated the proceedings for the levy and collection of assessments and approved the Annual Report ("Engineer's Report"), which identifies the assessment to be levied and the work program to be conducted by the Mile of Cars Landscape Maintenance District.

A public hearing was held on June 21, 2016 to receive any public comments on the levy and collection of these assessments for Fiscal Year 2016/17. Adoption of the resolution would confirm the assessment and order the levy for the Landscape Maintenance District No. 1 (Mile of Cars).

FINANCIAL STATEMENT: Not Applicable.

ACCOUNT NO.

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This action is not subject to the California Environmental Quality Act since it is not a project as defined in the California Code of Regulations, Section 15378.

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt the resolution confirming the assessment and ordering the levy.

BOARD / COMMISSION RECOMMENDATION:

Not applicable.

ATTACHMENTS:

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City, 1) increasing the contract with Dick Miller, Inc. in the not to exceed amount of \$170,800 for the Plaza Boulevard & 14th Street Improvements Project, CIP No. 15-10; and 2) authorizing the Mayor

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: June 21, 2016

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City, 1) increasing the contract with Dick Miller, Inc. in the not to exceed amount of \$170,800 for the Plaza Boulevard & 14th Street Improvements Project, CIP No. 15-10; and 2) authorizing the Mayor to execute Change Order No. 2 in the amount of \$170,800 to provide and install eight solar powered, LED-enhanced pedestrian crossing sign systems at existing crosswalks.

PREPARED BY: Jose Lopez, Junior Engineer-Civil

PHONE: 336-4312

DEPARTMENT: Engineering & Public Works

APPROVED BY: _____

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

ACCOUNT NO.

Expenditure Account: 307-409-500-598-6166 (Prop A *TransNet* - Citywide Safe Routes to School)

APPROVED: _____

Finance

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Change Order No. 2
3. Resolution

EXPLANATION

On March 1, 2016, City Council adopted Resolution No. 2016-27 awarding a contract in the amount of \$1,276,903.10 to Dick Miller, Inc. for the Plaza Boulevard and 14th Street Improvements Project. The contract includes purchase and installation of two solar powered, LED-enhanced pedestrian crossing sign systems for both midblock crosswalks on the 1300 block of Highland Avenue. The unit price of \$21,350 per system, which includes procurement of equipment, mobilization, system installation and crosswalk repair and re-striping, is the lowest the City has received over the past four years. As such, staff approached Dick Miller, Inc. to see if they would honor the same unit prices to provide an additional eight systems at various crosswalks Citywide. Dick Miller, Inc. agreed to maintain their existing unit price of \$21,350 per system for a total change order amount of \$170,800.

The California Public Contract Code provides an exception to competitive bidding for public entities where the nature of the subject of the contract is such that competitive proposals would be unavailing or would not produce an advantage, and the advertisement for competitive bid would thus be undesirable, impractical, or [104 Cal. App. 3d 636] impossible. This exception is supported by the following case law: *Kennedy v. Ross* (1946) 28 Cal. 2d 569 [170 P.2d 904]; *San Francisco v. Boyd* (1941) 17 Cal. 2d 606 [110 P.2d 1036]; *Los Angeles Dredging Co. v. Long Beach* (1930) 210 Cal. 348 [291 P. 839, 71 A.L.R. 161]; *Los Angeles G. & E. Corp. v. Los Angeles* (1922) 188 Cal. 307 [205 P. 125]; *Meakin v. Steveland, Inc.* (1977) 68 Cal. App. 3d 490 [137 Cal. Rptr. 359]; *County of Riverside v. Whitlock* (1972) 22 Cal. App. 3d 863 [99 Cal. Rptr. 710]; *Hiller v. City of Los Angeles* (1961) 197 Cal. App. 2d 685 [17 Cal. Rptr. 579]; *Orange County Water Dist. v. Bennett* (1958) 156 Cal. App. 2d 745 [320 P.2d 536]; *Miller v. Boyle* (1919) 43 Cal. App. 39 [184 P. 421].

Case law suggests that where competitive proposals work an incongruity and are unavailing as affecting the final result, or where competitive proposals do not produce any advantage, or where it is practically impossible to obtain what is required and to observe such form, competitive bidding is not applicable. (2 *Dillon, Municipal Corporations* (5th ed. 1911) § 802.)

Review of unit pricing for the solar powered, LED-enhanced pedestrian crossing sign systems that were awarded through the Plaza Boulevard and 14th Street Improvements contract when compared to the same manufactured systems awarded through competitive bidding for four separate National City public works construction contracts, indicates that the unit pricing for the current contract is the lowest received and awarded over the past four years.

Therefore, staff contends that soliciting competitive proposals through bidding a separate project specifically for eight new pedestrian crossing systems would not provide a competitive advantage. Staff further contends that executing a change

order with Dick Miller, Inc. under the current contract to take advantage of these prices would be acting in the best interest of the public to prevent waste of public funds, while guarding against favoritism, fraud and corruption. This assessment considers the cost and delays, estimated at \$30,000 and six (6) months, associated with preparing project specifications, bid documents, advertisement, contract award and project management (above and beyond those project management services required to complete the work if awarded through a change order with Dick miller, Inc.) to deliver a separate, competitively bid public works project for the eight new pedestrian crossing systems.

The project is currently on schedule with construction completion estimated for September 2016. Execution of this Change Order No. 2 would require the contractor to complete this additional work within the existing project schedule. To date, staff has executed one change order totaling \$49,815. Staff recommends execution of this Change Order No. 2 in a not to exceed amount of \$170,800, above and beyond the original 15% contingency of \$191,535.47, which should be retained to address unforeseen conditions. Funds are available in the Prop A *TransNet* Citywide Safe Routes to School expenditure account no. 307-409-500-598-6166 through previous City Council appropriations.

**Plaza Blvd. and 14th St. Improvements****CHANGE ORDER NO. 2**

CIP No: 15-10

June 7, 2016

Contractor: Dick Miller Inc.

Reason/Purpose for this Change Order:

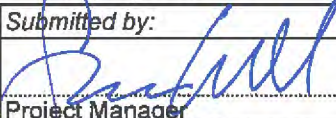
The city has directed the contractor to install eight additional Solar Powered LED Enhanced School Warning Sign Systems.

The City of National City and Contractor agree to the following change to the original Contract:

The contractor shall provide and install eight additional Solar Powered LED Enhanced School Warning Sign Systems inclusive of all work as itemized in pay items 51-53. The locations for each are as follows: E. 16th Street & "B" Ave, E. 18th Street & "F" Ave, E. 8th Street & "K" Ave, E. 8th Street and Olive Ave, Granger Jr. High Speed Table, E. 16th Street & Grove Street, E. 8th St. and "E" Ave, and Plaza Blvd. and A Ave.

Original Contract Amount.....	\$ 1,276,903.10
Net change by previously authorized Change Orders.....	49,815.00
Subtotal.....	1,326,718.10
Amount of this change order.....	170,800.00
New contract amount.....	\$ 1,497,518.10

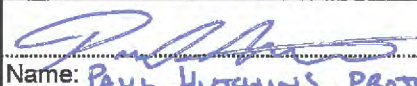
Working days added: 0 Working days subtracted: 0 Percent change in Contract to date 17.28%

Submitted by:	
	6-8-16
Project Manager	Date
MAYOR	Date

Approved by:	
	6/8/16
City Engineer	Date
City Manager, required for Change Orders >\$24,999	Date

By signing this Change Order the Contractor confirms that he/she is completely familiar with its terms and conditions and has fairly negotiated its price, terms and conditions. If this Change Order is approved, Contractor will provide all of the equipment, materials and labor necessary to provide a complete work as described above at that the price stated herein. Additionally, Contractor confirms that the price is fair and complete and represents all costs associated with the work, including but not limited to all equipment, materials, labor, supervision, overhead, fees, bonds, insurance, profit, etc. and that there will be no further compensation. All of the terms and conditions of the original contract documents are incorporated herein. (2 originals: 1 for City Clerk, 1 for Contractor)

Accepted and agreed to by (Contractor's name):

	6/8/16
Name: PAUL HUTCHINS, PROJECT MANAGER, DMI	Date

Note to Contractor: If you do not agree with this Change Order you may be directed to proceed with this work under the terms of the contract and you may proceed under protest. You must comply with the contract requirements of submitting a written protest to protect your claim.

Originals: City Clerk, Contractor

cc: Engineering project file, Project Manager

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City, 1) declaring that the rupture of an 8-inch sewer line on the Westside Infill Transit Oriented Development (WI-TOD) site near Paradise Creek constitutes an emergency; 2) authorizing the City Mana

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: June 21, 2016

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City, 1) declaring that the rupture of an 8-inch sewer line on the Westside Infill Transit Oriented Development (WI-TOD) site near Paradise Creek constitutes an emergency; 2) authorizing the City Manager to procure the necessary contractual services, equipment, materials and supplies without giving notice for bids to award contracts to repair the sewer line; and 3) ratifying previous actions taken to address emergency issues as a result of the rupture of the sewer line. (ITEM REQUIRES 4 OF 5 VOTES).

PREPARED BY: Stephen Manganiello, City Engineer

PHONE: 619-336-4382

DEPARTMENT: Engineering / Public Works

APPROVED BY:

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

ACCOUNT NO.

Funds available in account # 125-409-500-598-2014 (Sewer System Improvements)

APPROVED: _____

Finance

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt Resolution declaring that the rupture of an 8-inch sewer line on the WI-TOD site near Paradise Creek constitutes an emergency, authorizing the City Manager to procure the necessary contractual services without giving notice for bids to award contracts to repair the sewer line, and ratifying previous actions taken.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Attachments
3. Resolution

Explanation

In October 2015, in conjunction with site preparation for the WI-TOD project, City Public Works staff performed a dye test and video of an existing 8-inch sewer line to confirm location, flow and structural integrity of the pipe. The sewer line, which services a handful of residences located in the vicinity of W. 20th Street and Coolidge Avenue, passes across the future WI-TOD park site on the west side of Paradise Creek, under the Paradise Creek streambed, and across the WI-TOD Phase II site on the east side of Paradise Creek. The test results indicated that the pipe was ruptured in several locations.

Since this was an active sewer line at the time of testing, and to ensure effluents did not reach the creek, the City Manager, based on findings and recommendations provided by the City Engineer, declared that the work required to implement repairs constituted an "emergency," consistent with Section 22050 "Emergency Contracting Procedures" of the California Public Contract Code and Section 2.60.230 "Emergency Purchases-Emergency Defined" of the National City Municipal Code. Said code sections allow for waiver of competitive bidding procedures under emergency conditions.

On October 27, 2015, the City Manager executed a letter agreement with Paradise Creek II Housing Partners (see attached) to provide emergency services, since their project engineer and contractor were readily available to expedite the project design and construction. The emergency work involved plugging the sewer line with concrete grout on each side of Paradise Creek and installing a temporary pump station to intercept and pump the sewage into a temporary holding tank located on the west side of Paradise Creek. See attached plan prepared by C&V Consulting, Inc., project engineer for Paradise Creek II Housing Partners.

VCC, LLC, contractor for Paradise Creek II Housing Partners, started construction in December, 2015. To date, the project is approximately 90% complete. Construction expenses through May 16, 2016, are approximately \$88,000. Staff estimates project completion and receipt of final invoice by July 31, 2016. The emergency work is funded by the Sewer Fund (expenditure account #125-409-500-598-2014) through previous City Council appropriations.

Staff requests the following City Council actions: 1) declare that the rupture of an 8-inch sewer line on the Westside Infill Transit Oriented Development (WI-TOD) site near Paradise Creek constitutes an emergency; 2) authorize the City Manager to procure the necessary contractual services, equipment, materials and supplies without giving notice for bids to award contracts to repair the sewer line; and 3) ratify previous actions taken to address emergency issues as a result of the rupture of the sewer line.



Engineering & Public Works Department
1243 National City Boulevard, National City, CA 91950
Phone: (619) 336-4380 Fax: (619) 336-4397

October 22, 2015

Leslie Deese,
City Manager

**RE: REQUEST FOR EMERGENCY SERVICES – TEMPORARY SEWER REPAIR NEAR
PARADISE CREEK**

Dear Leslie,

In conjunction with site preparation for the WI-TOD project, City Public Works staff performed a dye test and video of an existing 8-inch sewer line to confirm location, flow and structural integrity of the pipe. The sewer line, which services a handful of residences located in the vicinity of W. 20th Street and Coolidge Avenue, passes across the future WI-TOD park site on the west side of Paradise Creek, under the Paradise Creek streambed, and across the WI-TOD Phase II site on the east side of Paradise Creek. The test results indicate that the pipe is ruptured in several locations.

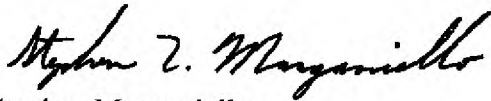
Since this is an active sewer line, and to ensure effluents do not reach the creek, I recommend that you declare the work required to implement temporary repairs as an “emergency,” consistent with Section 22050 “Emergency Contracting Procedures” of the California Public Contract Code and Section 2.60.230 “Emergency Purchases-Emergency Defined” of the National City Municipal Code. Paradise Creek II Housing Partners’ project engineer and contractor are readily available to expedite the project design and construction, which will involve installing a temporary pump station that will intercept and pump the sewage into a temporary holding tank to be located on the west side of Paradise Creek. Said code sections allow for waiver of competitive bidding procedures under emergency conditions.

Upon City Engineering’s approval of the plans and issuance of required permits, Paradise Creek II Housing Partners’ contractor will commence the work by plugging the sewer line with concrete grout on each side of Paradise Creek and installing the temporary holding tank and associated equipment. The temporary holding tank will be pumped as necessary by City crews

and the sewage will be disposed of at an appropriate facility in accordance with all applicable rules and regulations. Concurrently, City Engineering will coordinate to develop a permanent solution to re-route the sewer line and install a permanent pump station to maintain service for the residences.

A letter agreement between the City and Paradise Creek II Housing Partners is being prepared for your review and signature. The letter agreement will authorize Paradise Creek II Housing Partners to use its project engineer and contractor to complete the work, which will be reimbursed by the City through the Sewer Fund. This action will be taken to City Council at a subsequent meeting for ratification.

Sincerely,

A handwritten signature in black ink, reading "Stephen Z. Manganiello". The signature is fluid and cursive, with the first name "Stephen" and last name "Manganiello" clearly legible.

Stephen Manganiello
Director of Public Works/City Engineer

cc: Claudia Silva, City Attorney
Carlos Aguirre, Project Manager

PARADISE CREEK II HOUSING PARTNERS, L.P.

18201 Von Karman Avenue, Suite 900
Irvine, California 92612
949.660.7272

October 21, 2015

The City of National City
Department of Engineering/Public Works
1243 National City Boulevard
National City, California 91950
Attn: Stephen Manganiello, Director

Re: Letter Agreement re Temporary Sewer Repairs
Paradise Creek Park

Dear Mr. Manganiello:

Paradise Creek II Housing Partners, L.P. (the "Partnership") wishes to memorialize the agreement reached with the City of National City (the "City") on October 13, 2015, regarding the design and implementation of a short-term solution to address a ruptured sewer line located on the future Paradise Creek Educational Park site on the west side of Paradise Creek (the "Park Site"). This 8-inch line serves several residences generally located in the vicinity of 20th Street and Coolidge Avenue, passes across the Park Site, under the streambed of Paradise Creek and across the Phase II site on the east side of Paradise Creek that will be developed by the Partnership. The City is responsible for the repair and re-routing of this sewer line, including the permanent repairs ultimately required to be made on this sewer line, which the City will pursue in an expeditious manner; however, since time is of essence regarding the scheduled development of the Phase II site by the Partnership, the Partnership has agreed to use its consultants and contractors to design and construct temporary, short-term repairs, subject to reimbursement of all costs associated therewith by the City.

Subject to the terms and conditions set forth in this letter, the Partnership has agreed to design and implement a temporary plan to address the ruptured sewer line. The Partnership will contract with C&V Engineering (Daryl Kessler) to design a plan for a temporary pumping station that will intercept and pump the sewage into a temporary holding tank located on the west side of Paradise Creek. The plan will be submitted to and City for review and approval and upon approval, the required permits will be secured from the City, and the Partnership will commence the work by plugging the sewer line with concrete grout on each side of Paradise Creek and installing the temporary holding tank and associated equipment. The temporary holding tank will be pumped as necessary and the sewage will be disposed of at an appropriate facility in accordance with all applicable rules and regulations. The Partnership will retain and manage VCC to perform all of the work required to implement the approved plan (the "Work"). Exhibit "A" attached to this letter generally depicts the location of the subject sewer line, which is the area for placement of the temporary pumping station and holding tank.

The City shall be responsible for all costs, liabilities and expenses arising as the result of the discharge of effluent, if any, that may have occurred from the subject sewer line prior to the date of commencement of work under this letter, or that occurs following the commencement of the Work pursuant to this letter, unless such discharge is caused by the negligent acts of the Partnership, its contractors, consultants and employees.

The City hereby grants to the Partnership, its contractors and agents, the right to enter upon the Park Site to perform the Work described in this letter and shown on the plan approved by the City, subject to compliance with the insurance requirements set forth on Exhibit "B" attached to this letter and made a part hereof, prior to entry upon the Park Site.

The City agrees to reimburse the Partnership for all costs associated with the design and implementation of the plan described in this letter within thirty (30) days of its receipt of an invoice from the Partnership fairly describing the work performed, together with reasonable supporting documentation.

If this letter reflects the terms of our agreement, please sign and return a fully executed copy of this letter to me, indicating your confirmation.

Sincerely,

Paradise Creek II Housing Partners, L.P., a
California limited partnership,

By: Related/Paradise Creek II Development Co., LLC,
a California limited liability company,
its Administrative General Partner

By: Frank Cardone
Frank Cardone
President

READ AND AGREED TO THIS 27th DAY OF OCTOBER, 2015.

By: The City of National City,
a public body, corporate and politic,

By: Leslie Deese

Name: Leslie Deese

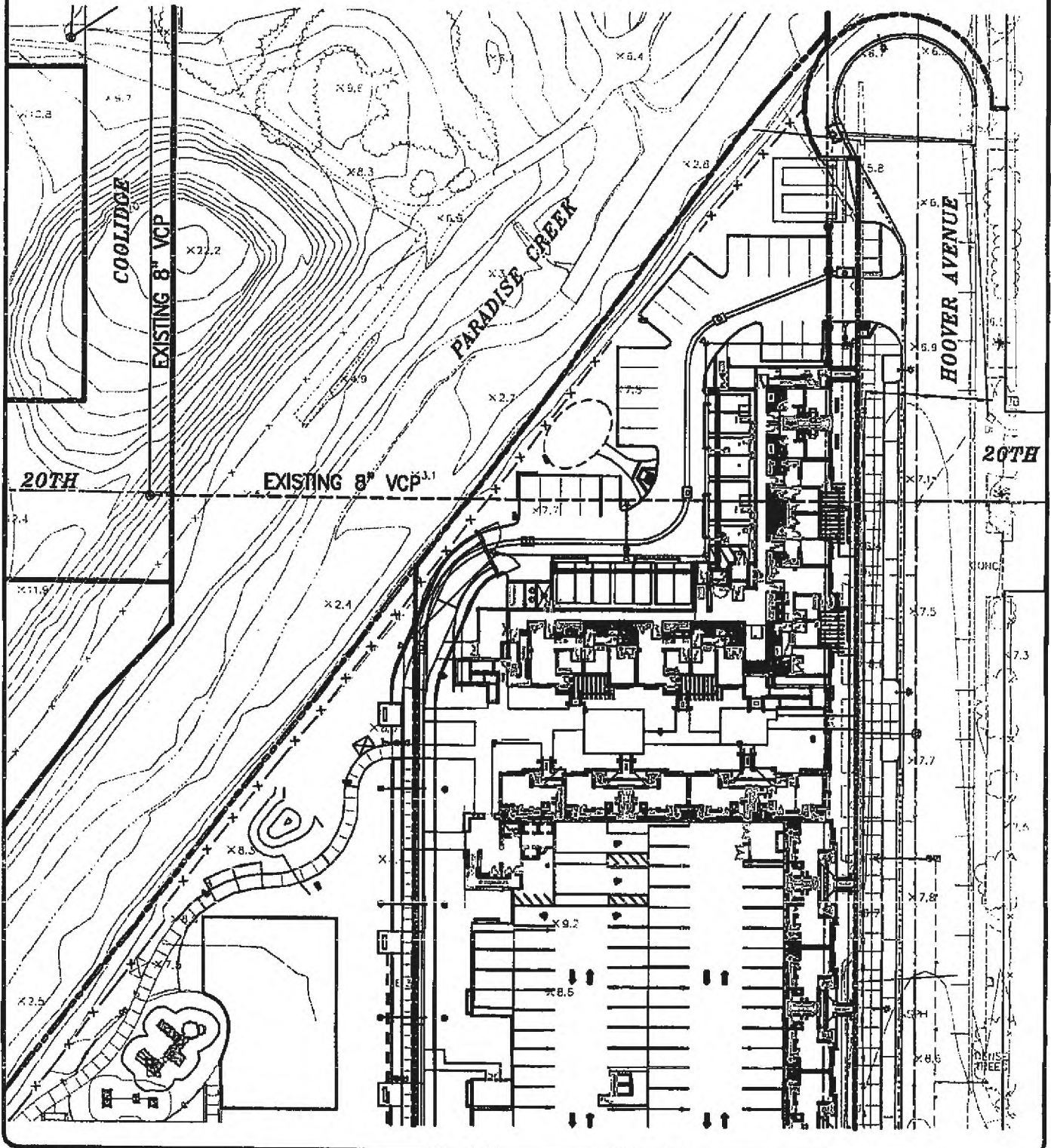
Its: City Manager

EXHIBIT "A"

Location of Sewer Pipe and Temporary Facilities

(refer to attached)

EXHIBIT A



PROJECT

4700 ALCOA AVENUE

C&V CONSULTING, INC.

CIVIL ENGINEERING
LAND PLANNING AND SURVEYING

2755 BURBANK
FOOTHILL RANCH, CALIFORNIA 92689

PHONE (949) 916-3300
FAX (949) 916-3305

EXHIBIT "B"

Insurance Requirements

(refer to attached)

Exhibit "B"



City of National City

INSURANCE REQUIREMENTS

Please forward to your Insurance Agent immediately

PRIOR to performing services for the City of National City, the City must have current Certificates of Insurance on file for all companies, contractors, and consultants.

Required Insurance Certificates per Sections 16 and 17 of the City's Agreement:

- ⇒ Professional Liability Insurance (errors and omissions) with minimum limits of \$1M per occurrence (*if applicable*)
- ⇒ Commercial General Liability coverage with limits of at least \$2M per occurrence/\$4M aggregate for the City's standard agreement or \$1M per occurrence/\$2M aggregate for the City's short form agreement (*see insurance section in agreement*).
 - Must include separate endorsement adding as additional insureds: "The City of National City, its elected officials, officers, agents, and employees". The actual endorsements or policy language regarding automatic additional insureds must be provided.
 - General aggregate limits must apply solely to this "project" or "location".
- ⇒ Commercial Auto Liability coverage with limits of at least \$1M, Combined Single Limit
 - Must include "any" auto.
 - Must include separate endorsement adding as additional insureds: "The City of National City, its elected officials, officers, agents and employees". The actual endorsements or policy language regarding automatic additional insureds must be provided.
- ⇒ Workers' Compensation coverage to meet CA statutory limits, plus employers' liability coverage of \$1M per accident
 - Workers' Compensation Waiver of Subrogation in favor of the City is required.
 - If there are no employees subject to Workers Compensation law, submit a signed Declaration (provided on next page).
- ⇒ Deductibles or SIRs (Self-Insured Retention) in excess of \$10,000 must be disclosed.
- ⇒ **CERTIFICATE HOLDER:** City of National City, 1243 National City Boulevard, National City, CA 91950-4301.

Insurance Document Submittal:

Email insurance certificates to your City contact person and Elena Amaya in the City's Risk Department (eamaya@nationalcityca.gov) (Phone: (619) 336-4370).

Mail the certificates and endorsements to:

City of National City
c/o Risk Manager
1243 National City Blvd
National City, CA 91950-4301

Questions: Curtis Stephen, Risk Manager: (619) 336-4220
Elena Amaya, Office Assistant: (619) 336-4232

The following page(s) contain the backup material for Agenda Item: Response to request by City Council to provide an update reference information regarding the retail sale of animals in pet stores and related municipal codes. (Police)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: June 21, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Response to request by City Council to provide an update reference information regarding the retail sale of animals in pet stores and related municipal codes.

PREPARED BY: David Espiritu, Captain

DEPARTMENT: Police

PHONE: 4491

APPROVED BY: 

EXPLANATION:

On May 3, 2016, a Councilmember requested staff prepare an updated report regarding the retail sales of animals in pet stores and the municipal codes related to sales. The information was requested in order to evaluate the need for City Council action regarding animals sold in pet stores in National City.

FINANCIAL STATEMENT:

ACCOUNT NO. |

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

|

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Accept and file

BOARD / COMMISSION RECOMMENDATION:

|

ATTACHMENTS:

Staff Report
Exhibit A - 2013 PowerPoint Informational Presentation
Exhibit B - Packet Submitted by Animal Advocacy Group



NATIONAL CITY POLICE DEPARTMENT

MEMORANDUM

DATE: May 9, 2016
TO: Manuel Rodriguez, Chief of Police
FROM: David Espiritu, Captain
SUBJECT: Staff Report-Executive Brief on Animal Sales (Update)

BACKGROUND

In December of 2013, the City Council was provided a staff report reference the retail sale of animals in pet stores and related municipal codes. The report was accepted and filed with no action taken.

During the May 3, 2016 City Council Meeting, staff was directed to provide an update to the previous staff report related to the sale of animals by pet stores. This updated report provides information on the issues surrounding animal sales. In addition, the following areas will be discussed:

- Pet stores located in National City
- Animal Regulations
- National City Municipal Codes related to animal sales
- Issues regarding animal sales by pet stores
- The cities within San Diego County that have banned animals sales and samples of related municipal codes
- Factors to consider

SUMMARY

There are currently four pet stores in National City, Pet Market #3 – 1536 Sweetwater Road, Suite F, National City Puppy – 1430 East Plaza Blvd., Puppy Patch – 3030 Plaza Bonita Road, Suite 2075 and Petco – 3426 Highland Avenue, Suite B.

Currently, National City Puppy and Puppy Patch sell dogs, along with other animals and pet supply products. Pet Market #3 showcases sheltered dogs which are available for adoption and Petco showcases sheltered cats, which are also available for adoption.



Since the last staff report provided in 2013, Fiesta Pet Shop, which was previously located at 1145 Highland Avenue, has closed and National City Puppy obtained permits and officially opened.

In 1966 Congress passed the Animal Welfare Act (AWA), which outlines specific minimum standards of care for dogs, cats and other kinds of animals bred for commercial resale. The AWA is enforced by the United States Department of Agriculture (USDA). Those in favor of prohibiting the retail sale of animals believe there is insufficient oversight because retail stores usually obtain their dogs and cats from a number of sources. These sources include breeders, regulated by the USDA and smaller hobby breeders, who are not subject to regulations. Regulation information is according to Pet Industry Joint Advisory Council which represents pet stores across the country. Animal Advocates, including the Humane Society of the United States, believe that pet stores obtain many of their animals from "puppy mills" and "kitten factories, places where dogs and cats are bred and raised in cramped, unhealthy, and inhumane conditions. (OLR Research Report August 2013)

The following seven cities in San Diego County have banned or are in the process of banning pet stores in their communities from selling dogs and cats.

City	Effective Date
Chula Vista	April 2012
San Diego	August 2013
Encinitas	July 2015
Oceanside	September 2015
Vista	October 2015
Carlsbad	May 2016
San Marcos	July 2016



Recently a pet store in Carlsbad closed after the Carlsbad City Council voted on May 2, 2016 to ban the retail sale of dogs and cats from commercial breeders. The City of Carlsbad approved a similar ban in 2013, but council reversed its vote before the ordinance was ever adopted.

According to the "Best Friends Animal Society" website, approximately 145 cities nationwide have adopted a similar regulation.

Animal rights groups, including the Humane Society of the United States, say banning the sale of dogs and cats at pet stores not only will help reduce the number of animals treated inhumanely but it will encourage the adoption of more pets from shelters and rescue groups.

On the other side of the debate, pet store owners and some mass breeders say the criticisms are overblown. They contend the ban limits consumer choice, threatens the long-term viability of dog breeding and encourages the "underground" sale of animals. Additionally, store owners and breeders assert they purchase / obtain animals for resale from reputable licensed breeders. Some retail stores deal with larger and established breeders that are inspected by the U.S. Department of Agriculture and the American Kennel Club. Guarantees for the consumer regarding the health of the animals varies from store to store.

ORDINANCES-National City

The City of National City does not have ordinances regulating the retail sale of animals in stores however the following ordinance addresses the sale of animals in public:

NCMC 8.32.050: Animal sales in public places prohibited.

It is unlawful to offer for sale, sell, or to exchange or transfer for any form of consideration puppies or kittens on public property or on private property open to the public, including but not limited to areas in front of stores, commercial shopping areas, commercial parking areas, swap meets and auctions.



ANIMAL SALE PROHIBITIONS-Chula Vista

The City of Chula Vista in 2012 passed an ordinance prohibiting the sales of dogs and cats by pet stores. The following Chula Vista Municipal Codes address the animal sales ban:

CVMC 6.08.108: Pet shops – Dog and cat sales prohibited

Pet shops are prohibited from selling dogs or cats in the City of Chula Vista.

CVMC 6.30.010: Sale of animals, birds, or reptiles on public property or on private property open to the public prohibited

It is unlawful to give away, offer for sale, sell, exchange, or transfer for any form of consideration, or for no consideration, any animal, bird, or reptile on public property or on private property open to the public, including, but not limited to, areas in front of stores, commercial shopping areas, commercial park areas, swap meets, and auctions.

CVMC 6.30.020 Exceptions:

CVMC 6.30.010 shall not apply to:

- A. Any legally recognized nonprofit charitable organization that provides or contracts to provide services as a public animal sheltering agency.
- B. Any legally operated business that sells animals, birds, or reptiles in its normal course of business.
- C. Any nonprofit animal rescue or adoption organization.
- D. Any gift, sale, exchange, or transfer of any animal, bird, or reptile on public property or on private property open to the public that is authorized by federal or state law.

San Diego

The City of San Diego in August 2013 passed an ordinance to prohibit, with certain exceptions, the retail sale of dogs, cats, and rabbits within the city.



Additionally, the ordinance does not prevent the owner / operator of an establishment from providing space and appropriate care for animals owned by a city or county animal shelter, the humane society, or non-profit rescue organization for the purpose of public adoption. The following San Diego Municipal Codes outlines the ban:

SDMC 42.0706 Pet Shops – Prohibition of the Sale of Dogs, Cats, and Rabbits

- (a) It is unlawful for any person to display, offer for sale, deliver, barter, auction, give away, transfer, or sell any live dog, cat, or rabbit in any pet shop, retail business, or other *commercial establishment* located in the City of San Diego, unless the dog, cat, or rabbit was obtained from a city or county animal shelter or animal control agency, a humane society, or a *non-profit rescue organization*. All pet shops, retail businesses, or other *commercial establishments* selling dogs, cats, or rabbits shall maintain a *certificate of source* for each of the animals and make it available upon request to animal control officers, law enforcement, code compliance officials, or any other City employee charged with enforcing the provisions of this section.
- (1) For purposes of this section, a *commercial establishment* is defined as any for-profit business enterprise, including a sole proprietorship engaged in retail or wholesale commerce related to dogs, cats, and rabbits, including grooming parlors, canine day care, and boarding facilities.
- (2) For purposes of this section, a *non-profit rescue organization* is defined as any California non-profit corporation that is exempt from taxation under Internal Revenue Code section 501(c)(3), whose mission and practice is, in whole or in significant part, the rescue and placement of dogs, cats, or rabbits; or any non-profit organization that is not exempt from taxation under Internal Revenue Code section 501(c)(3) but is currently an active rescue partner with a City or County of San Diego shelter or humane society, whose mission is, in



(3) whole or in significant part, the rescue and placement of dogs, cats, or rabbits.

(4) For purposes of this section, a *certificate of source* is defined as any document from the source city or county animal shelter or animal control agency, humane society, or *non-profit rescue organization* declaring the source of the dog, cat, or rabbit on the premises of the pet shop, retail business, or other *commercial establishment* (b) This section shall not apply to the display, offer for sale, delivery, bartering, auction, giving away, transfer, or sale of dogs, cats, or rabbits from the premises on which they were bred and reared.

(b) This section shall not apply to the display, offer for sale, delivery, bartering, auction, giving away, transfer, or sale of dogs, cats, or rabbits from the premises on which they bred and reared.

(c) Nothing in this section shall prevent the owner, operator, or employees of a pet shop, retail business, or other *commercial establishment* located in the City of San Diego from providing space and appropriate care for animals owned by a city or county animal shelter or animal control agency, humane society, or *non-profit rescue organization* and maintaining those animals at the pet shop, retail business, or other *commercial establishment* for the purpose of public adoption.

FACTORS

Since the previous staff report provided in 2013, five additional cities in San Diego County have implemented a similar ban on the sale of dogs and cats. The police department has responded to several calls related to protestors at the National City Puppy store. The following factors previously recommended in 2013 may be considered when evaluating whether to implement changes to the existing National City ordinance(s) on animal sales:

Status Quo: No Change in City Ordinance

- Additional pet stores may move to National City from other cities that prohibit the retail sale of non-rescue animals.
- Animal activist may picket pet stores in National City.
- Not prohibiting pet sales provides consumers a local choice to purchase pets.



- **Breeder Oversight:** Large and well established breeding companies are regulated by the US Department of Agriculture (USDA). Some pet stores work with these types of breeders.

New City Ordinance: Prohibiting Retail Sale of non-rescue animals

- Financial setback for current and future pet stores.
- Deter new pet stores from moving into City.
- Grandfathering current pet stores from the ban will create a monopoly in the City for pet sales.
- Prohibiting the sale of non-rescue animals will help control the pet population in City.
- Additional oversight of pet stores by Humane Society or animal shelters as a result of rescue animals being sold in stores.
- Possible litigation by pet store owners opposing the ordinance.

CONCLUSION

The decision to enact or not enact a ban on the sale of animals in National City is not without controversy, but in the final analysis it is a policy decision. The points presented in this report are a summary of the information that can be obtained from both sides of the issue. The goal has been to provide a review of the issues in order to make a community decision.



Retail Animal Sales in San Diego County

December 17, 2013

Pet Stores in National City

- ▶ Fiesta Pet Shop – 1145 Highland Avenue, Suite A
- ▶ Pet Market #3 – 1536 Sweetwater Road, Suite F
- ▶ Pending: National City Puppy – 1430 East Plaza Blvd
- ▶ Currently Fiesta Pet Shop and Pet Market #3 sell dogs and cats, along with other small animals and pet supplies
- ▶ National City does not have ordinances regulating the retail sale of animals in stores but the sale of animals in public places is prohibited (NCMC 8.32.050)

Summary:

- ▶ Those in favor of prohibiting the retail sale of animals believe there is insufficient oversight because retail stores usually obtain their dogs and cats from a number of sources. Animal Advocates, believe that pet stores obtain many of their animals from “puppy mills” and “kitten factories, places where dogs and cats are bred and raised in cramped, unhealthy, and inhumane conditions. (OLR Research Report August 2013)
- ▶ Pet store owners and some mass breeders say the criticisms are overblown. They contend the ban limits consumer choice, threatens the long-term viability of dog breeding and encourages the “underground” sale of animals. Additionally, store owners and breeders assert they purchase / obtain animals for resale from reputable licensed breeders. Some retail stores deal with larger and established breeders that are inspected by the U.S. Department of Agriculture and the American Kennel Club. Guarantees for the consumer regarding the health of the animals varies from store to store.
- ▶ Two cities in San Diego County (San Diego and Chula Vista) have banned pet stores in their communities from selling dogs and cats.

Where are these pets acquired?

- ▶ Retail stores usually obtain their animals from a number of sources:
 - ▶ Established breeders (regulated by the US Department of Agriculture)
 - ▶ Small “hobby” breeders (not subject to regulation or oversight)
 - ▶ Brokers that find specific animals for pet stores
 - ▶ Individuals that seek out pet stores to sell their litter of puppies or kittens

Pet Store Owners / Breeders: Viewpoint

- ▶ Pet Stores owners and breeders claim the criticism is overstated and bans are not good:
- ▶ Bans limit consumer choices
- ▶ Threatens the long-term viability of animal breeding
- ▶ Encourages “underground” sales of animals.
- ▶ Many Stores deal with larger established breeders that are inspected by the US Dept. of Agriculture.

Animal Advocates: Viewpoint

- ▶ Humane Society of the United States and similar organizations believe that pet stores obtain many of their animals from “puppy mills” or “kitten factories”
- ▶ There is Limited regulations on smaller breeders / animal brokers
- ▶ Animals that are raised in these conditions usually have to live in cramped, unhealthy and inhumane conditions
- ▶ Some animals are in poor health when they arrive at the pet stores

Cities in San Diego County that prohibit retail animal sales

- ▶ City of Chula Vista and City of San Diego
 - ▶ Prohibit the retail sales of animals in pet store (Chula Vista - Public or Private property opened to the public)
 - ▶ Except if the animals were obtained from a city or county animal shelter or animal control agency, a humane society or a non-profit rescue organization
- ▶ City of Carlsbad
 - ▶ Adopted a similar ordinance to prohibit the sale of animals however reversed their decision about a month later (November 2013)

Other Cities:

Oceanside and others

City of Carlsbad Decision

- ▶ City Council determined that prohibiting the retail sale of dogs and cats is not the most effective way to stop the practice of breeding and raising dogs and cats in inhumane conditions such as those found in puppy mills and kitten factories
- ▶ The most effective manner of preventing the harms caused by puppy mills or kitten factories many of which are located out of state is for stronger regulation and enforcement of animals breeding regulations by the State and Federal government
- ▶ Prohibiting the retail sale of dogs and cats may harm legitimate business owners who do obtain their dogs and cats from mills and factories, and allowing an exemption for current businesses would create a monopoly

CONSIDERATIONS

The following factors may be considered when evaluating whether to implement changes to the existing National City ordinance(s) on animal sales:

- ▶ No New City Ordinance:
 - ▶ Additional pet stores may move to National City from other cities that prohibit the retail sale of non-rescue animals
 - ▶ Activist may picket pet stores in National City
 - ▶ Provides consumers a choice for pet purchases
 - ▶ Breeder Oversight: Large and well established breeding companies are regulated by USDA
- ▶ New City Ordinance: Prohibiting Retail Sales of non-rescue animals
 - ▶ Financial setback for current and future pet stores
 - ▶ Deter pet stores from moving to National City
 - ▶ Grandfathering current pet stores will create monopoly
 - ▶ Help control the pet population in City
 - ▶ Possible litigation by pet store owners opposing ordinance



QUESTIONS?





Best
Friends
Animal
Society

SAVE THEM ALLTM

Retail Pet Sales Bans Enacted in North America (148)

(Links to ordinances available at bestfriends.org/puppymills)

(5-17-16)

ARIZONA

Phoenix, AZ – Enacted December 2013; effective January 2014

Tempe, AZ – Enacted February 2016; effective May 2016

CALIFORNIA

South Lake Tahoe, CA – Enacted April 2009; effective May 2011

West Hollywood, CA – Enacted February 2010; effective March 2010

Hermosa Beach, CA – Enacted March 2010; effective April 2010

Turlock, CA – Enacted May 2010; effective June 2010

Glendale, CA – Enacted August 2011; effective August 2012

Irvine, CA – Enacted October 2011; effective immediately

Dana Point, CA – Enacted February 2012; effective immediately

Chula Vista, CA – Enacted March 2012; effective April 2012

Laguna Beach, CA – Enacted May 2012; effective immediately

Aliso Viejo, CA – Enacted May 16, 2012; effective immediately

Huntington Beach, CA – Enacted June 2012; effective June 2014

Los Angeles, CA – Enacted October 2012; effective June 2013

Burbank, CA – Enacted February 2013; effective August 2013

Rancho Mirage, CA – Enacted February 2013; effective March 2013

San Diego, CA – Enacted July 2013; effective September 2013

Ventura County, CA – Enacted December 2013; effective December 2014

Chino Hills, CA – Enacted October 2014; effective November 2014

Oceanside, CA – Enacted January 2015; effective September 2015

Long Beach, CA – Enacted March 2015; effective October 2015



Garden Grove, CA – Enacted March 2015; effective March 2016

Encinitas, CA – Enacted July 2015; effective immediately

Beverly Hills, CA – Enacted August 2015; effective September 2015

Vista, CA – Enacted September 2015; effective October 2015

Palm Springs, CA – Enacted October 2015; effective immediately

San Marcos, CA – Enacted January 2016; effective February 2016

Cathedral City, CA – Enacted January 2016; effective February 2016

Truckee, CA – Enacted February 2016; effective immediately

Indio, CA – Enacted April 2016; effective immediately

La Quinta, CA – Enacted April 2016; effective May 2016

Carlsbad, CA – Enacted May 2016; effective June 2016

COLORADO

Fountain, CO – Enacted May 2011; effective May 2011

FLORIDA

Flagler Beach, FL – Enacted June 2009; effective immediately

Lake Worth, FL – Enacted February 2011; effective February 2011

Coral Gables, FL (applies to dogs only)

Opa-Locka, FL (applies to dogs only)

North Bay Village, FL (applies to dogs only)

Hallandale Beach, FL – Enacted April 2012; effective immediately

Margate, FL – Enacted October 2013; effective immediately

Pinecrest, FL – Enacted October 2013; effective immediately

Palmetto Bay, FL – Enacted December 2013; effective immediately

Coconut Creek, FL – Enacted January 2014; effective immediately

Wellington, FL – Enacted January 2014; effective immediately

Surfside, FL – Enacted February 2014; effective immediately

Aventura, FL – Enacted March 2014; effective immediately



Wilton Manors, FL – Enacted March 2014; effective immediately
Greenacres, FL – Enacted April 2014; effective immediately
North Lauderdale, FL – Enacted April 2014; effective immediately
Bay Harbor Islands, FL – Enacted April 2014; effective immediately
Pompano Beach, FL – Enacted May 2104; effective immediately
North Miami Beach, FL – Enacted May 2014; effective immediately
Miami Beach, FL – Enacted May 2014; effective January 2015
Bal Harbour Village, FL – Enacted May 2014; effective immediately
Sunny Isles Beach, FL – Enacted May 2014; effective immediately
Dania Beach, FL – Enacted June 2014; effective immediately
Palm Beach Gardens, FL – Enacted July 2014; effective immediately
Juno Beach, FL – Enacted July 2014; effective immediately
Cutler Bay, FL – Enacted August 2014; effective immediately
North Palm Beach, FL – Enacted August 2014; effective immediately
Hypoluxo, FL – Enacted September 2014; effective immediately
Jupiter, FL - Enacted October 2014; effective immediately
Homestead, FL – Enacted October 2014; effective immediately
Tamarac, FL – Enacted December 2014; effective immediately
Palm Beach, FL – Enacted January 2015; effective immediately
North Miami, FL – Enacted April 2015; effective immediately
Lauderhill, FL – Enacted April 2015; effective immediately
Fernandina Beach, FL – Enacted July 2015; effective immediately
Jacksonville Beach, FL – Enacted August 2015; effective immediately
Deerfield Beach, FL – Enacted November 2015; effective May 2016
West Melbourne, FL – Enacted November 2015; effective immediately
Casselberry, FL – Enacted November 2015; effective immediately
Neptune Beach, FL – Enacted January 2016; effective February 2016
Sarasota County, FL – Enacted January 2016; effective January 2017



South Miami, FL – Enacted January 2016; effective immediately

Delray Beach, FL – Enacted March 2016; effective immediately

ILLINOIS

Waukegan, IL – Enacted June 2012; effective immediately

Chicago, IL – Enacted March 2014; effective March 2015

Cook County, IL – Enacted April 2014; effective October 2014

Warrenville, IL – Enacted February 2016; effective immediately

MARYLAND

Montgomery County, MD – Enacted March 2015; effective June 2015

MASSACHUSETTS

Boston, MA – Enacted March 2016; effective immediately

MICHIGAN

Eastpointe, MI – Enacted September 2015; effective January 2016

Memphis, MI – Enacted September 2015; effective immediately

Fraser, MI – Enacted December 2015; effective immediately

NEVADA

Las Vegas, NV – Enacted January 2016; effective January 2018

NEW JERSEY

Point Pleasant, NJ – Enacted May 2012; effective immediately

Brick, NJ – Enacted July 2012; effective immediately

Manasquan, NJ – Enacted September 2012; effective immediately

Point Pleasant Beach, NJ – Enacted October 2012; effective immediately

Hoboken, NJ – Enacted May 2013; effective immediately
Oceanport, NJ – Enacted August 2013; effective immediately
North Brunswick, NJ – Enacted October 2013; effective November 2013
Randolph, NJ – Enacted September 2014; effective immediately
Camden County, NJ – Enacted September 2015; effective immediately
Voorhees, NJ – Enacted October 2015; effective immediately
Brooklawn, NJ – Enacted October 2015; effective immediately
Audubon, NJ – Enacted October 2015; effective immediately
Waterford, NJ – Enacted October 2015; effective January 2016
Cherry Hill, NJ – Enacted November 2015; effective immediately
Merchantville, NJ – Enacted November 2015; effective immediately
Runnemede, NJ – Enacted December 2015; effective March 2016
Somerdale, NJ – Enacted December 2015; effective March 2016
Laurel Springs, NJ – Enacted December 2015; effective March 2016
Oaklyn, NJ – Enacted December 2015; effective immediately
Westville, NJ – Enacted December 2015; effective March 2016
Haddon Heights, NJ – Enacted December 2015; effective March 2016
Gloucester Township, NJ – Enacted December 2015; effective January 2016
Glassboro, NJ – Enacted December 2015; effective March 2016
Bellmawr, NJ – Enacted January 2016; effective immediately
Berlin Township, NJ – Enacted February 2016; effective May 2016
Clementon, NJ – Enacted March 2016; effective June 2016
Pine Hill, NJ – Enacted March 2016; effective immediately
Haddon Township, NJ – Enacted March 2016; effective immediately
Winslow, NJ – Enacted March 2016; effective immediately
Jackson, NJ – Enacted March 2016; effective immediately
Collingswood, NJ – Enacted April 2016; effective immediately
Audubon Park, NJ – Enacted April 2016; effective immediately



Mount Ephraim, NJ – Enacted April 2016; effective immediately

Barrington, NJ – Enacted April 2016; effective immediately

Berlin Borough, NJ – Enacted April 2016; effective immediately

East Brunswick, NJ – Enacted April 2016; effective May 2016

Gloucester City, NJ – Enacted April 2006; effective July 2016

Chesilhurst, NJ – Enacted May 2016; effective August 2016

Greenwich, NJ – Enacted May 2016; effective June 2016

NEW MEXICO

Albuquerque, NM – Enacted June 2006; effective August 2007

NEW YORK

Mamaroneck Village, NY – Enacted February 2016; effective immediately

Mount Pleasant, NY – Enacted March 2016; effective immediately

OHIO

Toledo, OH – Enacted December 2013; effective January 2014

Grove City, OH – Enacted March 2016; effective January 2017

PENNSYLVANIA

Pittsburgh, PA – Enacted December 2015; effective June 2016

Philadelphia, PA – Enacted April 2016; effective July 2016

RHODE ISLAND

East Providence, RI – Enacted June 2014; effective immediately



TEXAS

El Paso, TX – Enacted October 2010; effective January 2011

Austin, TX – Enacted December 2010; effective December 2010

UTAH

Salt Lake County, UT – Enacted October 2015; effective immediately

CANADA

Richmond, British Columbia (Canada) – Enacted November 2010; effective April 2011

Toronto, Ontario (Canada) – Enacted September 2011; effective September 2012

Rosemont-La Petite Patrie, Quebec (Canada) – Enacted December 2011; effective immediately

Mississauga, Ontario (Canada) – Enacted July 2012; effective January 2013

New Westminster, British Columbia (Canada) – Enacted November 2012; effective immediately

Kingston, Ontario (Canada) – Enacted August 2013; effective November 2013

Vaughan, Ontario (Canada) – Enacted April 2014; effective immediately

Hudson, Quebec (Canada) – Enacted September 2014; effective immediately

Waterloo, Ontario (Canada) – Enacted September 2014; effective January 2015

Mount Royal, Quebec (Canada) – Enacted May 2015; effective immediately

Beaconsfield, Quebec (Canada) – Enacted December 2015; effective immediately

Ottawa, Ontario (Canada) – Enacted April 2016; effective immediately



17 May 2016

National City Council
1243 National City Blvd.
National City, CA 91950

Re: Support for a Retail Pet Sales Ordinance

Dear Mayor Morrison, Vice Mayor Cano and Council Members,

On behalf of Best Friends Animal Society, a national animal welfare organization in its thirty-third year, I would like to offer support for an ordinance to restrict the retail sale of dogs and cats in National City pet stores. We encourage you to join more than 145 municipalities (30 of which are in California) that have made the change to no longer allow pet stores to sell commercially bred pets, unless the pets come from shelters or rescue groups.

Pet mills, particularly puppy mills, are a serious problem in the U.S. These facilities, which supply nearly 100% of retail pet stores and online retailers, are cruel and inhumane breeding factories in which profit and maximum productivity take priority over the welfare of the animals.

Although the USDA regulates these breeders, the minimum federal standards do not ensure a humane life for dogs. These types of kennels can legally have more than a thousand dogs in one facility, and these dogs are allowed to be confined to extremely small, crowded cages for their entire lives, breeding continuously in order to produce as many puppies as possible for the pet trade. And USDA inspection reports show that many USDA-licensed breeders continue to sell animals to local pet stores even after being cited for serious violations at their facilities.

Because the goal is to make a profit, pet mill owners must cut corners to keep expenses low and profits high. For the unsuspecting consumer, this frequently results in the purchase of a pet facing an array of immediate veterinary problems or harboring genetic diseases that surface down the line. This creates a financial burden on the consumer and results in many of these animals being surrendered to overcrowded shelters.

It makes little sense to continue manufacturing dogs and cats when so many are being killed for lack of space. Public education has been effective, but until communities take the initiative to limit the supply of pets being imported from substandard commercial facilities, there can be no hope of preventing these unnecessary deaths.

Those who benefit most from companion animal sales in pet stores are the retailers themselves. While they may profit from the practice of buying these pets at a low price from commercial brokers and then selling them (typically without first spaying or neutering them) at a high price, it is the taxpaying public who pays for animal control to house and kill unwanted animals in the community.

Puppy mill-supplied pet stores can choose to be part of the solution rather than the problem by phasing out the sale of commercially bred pets in favor of other common revenue streams such as pet product sales, grooming and day care, and by offering space for animal rescue organizations to adopt out animals from those stores.

Best Friends has partnered with several of the many pet stores that have transitioned from selling milled dogs and cats to offering rescued pets for adoption, and we have found this humane model to be both viable and embraced by the communities in which the stores are located. Thus, a restriction on the retail sale of pets would *not* preclude pet stores from staying in business, but would, in fact, alleviate a significant burden on local shelters by increasing pet adoptions. Further, it would not prevent anyone from purchasing a pet directly from a private breeder.

Best Friends and our members thank you in advance for taking a compassionate, common sense initiative to addressing the pet mill problem in our community and setting a positive example for the rest of the country to follow. We have been proud to work with the majority of municipalities throughout the U.S. (including Los Angeles, San Diego, Long Beach, Carlsbad and Encinitas) that have enacted similar ordinances, and we will do all we can to help National City do the same.

Thank you for your consideration of this important reform.

Respectfully,

Elizabeth Oreck

Elizabeth Oreck
National Manager, Puppy Mill Initiatives
Best Friends Animal Society
bestfriends.org/pupmills
elizabetho@bestfriends.org



Executive Summary: Scientific studies of dogs and puppies from commercial dog-breeding establishments (puppy mills)

BACKGROUND

Commercial breeding establishments, or puppy mills, are large-scale facilities where dogs are confined in small enclosures for their entire reproductive lives with little to no exercise or positive human contact. The sole purpose of such facilities is to mass-produce puppies to sell them for profit through retail pet stores and via the Internet.

SYNOPSIS

In two large-scale studies of dogs from high-volume commercial breeding establishments (one study focusing on the adult breeding dogs and the other on the puppies sold through pet stores), the evidence showed conclusively that these breeding facilities are highly injurious to both groups of dogs, resulting in severe, extensive and long-term harm to the behavioral and psychological well-being of the dogs.

Study 1: The adult breeding dogs

WHAT THE STUDY LOOKED AT

This study compared a wide array of psychological and behavioral characteristics of 1,169 dogs formerly kept for breeding purposes in commercial breeding establishments with pet dogs owned by members of the general public.

RESEARCHERS

Franklin D. McMillan, DVM, Best Friends Animal Society

Deborah L. Duffy, PhD, University of Pennsylvania School of Veterinary Medicine

James A. Serpell, PhD, University of Pennsylvania School of Veterinary Medicine

THE PUBLISHED PAPER

Mental health of dogs formerly used as 'breeding stock' in commercial breeding establishments. FD McMillan, DL Duffy, JA Serpell. *Applied Animal Behaviour Science* 2011; 135: 86-94.

WHAT THE STUDY FOUND

- The results showed a broad range of abnormal behavioral and psychological characteristics in the former breeding dogs from large-scale commercial breeding establishments, including significantly elevated levels of fears and phobias; pronounced compulsive and repetitive behaviors, such as spinning in tight circles and pacing; house soiling; and a heightened sensitivity to being touched and picked up.
- The psychological harm demonstrated in these dogs is severe and long-lasting. Much of the harm is irreparable and will remain a continued source of suffering for years after the dogs leave the breeding facility, in some cases for the entire lifetime of the dog.

CONCLUSIONS

- Current laws at both the national and state levels are not based on current scientific knowledge of animal psychology, quality of life, suffering, and welfare, and are thus inadequate to protect dogs from the psychological harm resulting from living in commercial breeding establishments.
- Legislation to adequately protect the welfare of dogs in confinement needs to be updated to reflect current scientific knowledge.

To obtain a copy of the published study, contact Dr. Frank McMillan (dr.frank@bestfriends.org).

Study 2: The puppies

WHAT THE STUDY LOOKED AT

This study compared the psychological and behavioral characteristics of 431 adult dogs who were purchased as puppies from pet stores with adult dogs purchased as puppies from small-scale, private breeders.

RESEARCHERS

Franklin D. McMillan, DVM, Best Friends Animal Society

James A. Serpell, PhD, University of Pennsylvania School of Veterinary Medicine

Deborah L. Duffy, PhD, University of Pennsylvania School of Veterinary Medicine

Elmabrok Masaoud, PhD, Atlantic Veterinary College, University of Prince Edward Island

Ian Dohoo, DVM, PhD, Atlantic Veterinary College, University of Prince Edward Island

THE PUBLISHED PAPER

Differences in behavioral characteristics between dogs obtained as puppies from pet stores and those obtained from noncommercial breeders. FD McMillan, JA Serpell, DL Duffy, E Masaoud, IR Dohoo. *Journal of the American Veterinary Medical Association* 2013; 242: 1359-1363.

WHAT THE STUDY FOUND

- Dogs obtained as puppies from pet stores received significantly less favorable scores than breeder-obtained dogs on most behavioral variables measured. Compared with dogs obtained as puppies from noncommercial breeders, dogs from pet stores had significantly greater aggression toward human family members, unfamiliar people and other dogs; greater fear of other dogs and typical life events; and greater separation-related problems and house soiling.
- For no behavior evaluated in the study did pet store dogs score more favorably than noncommercial breeder dogs.
- The chances of a dog developing serious behavior problems is much higher for dogs purchased as puppies from pet stores, as compared to dogs obtained from small, noncommercial breeders.

CONCLUSIONS

- On the basis of these findings, combined with findings from earlier small-scale studies of dogs obtained from pet stores, until the causes of the unfavorable differences detected in this group of dogs can be specifically identified and remedied, the authors of this study withhold any recommendation that puppies be obtained from pet stores.

- Dogs sold by pet stores are misrepresented to consumers as a high-quality product, because the data now shows that consumers are not receiving what they believe they are paying for. The increased risk of behavior problems that pet store customers face as their dog matures includes aggression issues, which pose a significant risk of human injury. Consumer protective legislation is urgently needed in this area.
- Legislation to improve the conditions in the large-scale commercial breeding facilities supplying puppies to pet stores is needed to assure that the puppies are not at any increased risk of maturing into adult dogs with serious behavior problems.

To obtain a copy of the published study, contact Dr. Frank McMillan (dr.frank@bestfriends.org).

Overall Conclusions

- Current laws provide inadequate protection against harm to breeding dogs and puppies associated with commercial breeding establishments.
- Consumers purchasing puppies from pet stores are unknowingly assuming a risk of difficult and serious behavior problems in their dogs, including dog behavior that can endanger their own safety.
- If dogs are to be bred to produce puppies for sale, all of the dogs and puppies should be assured a decent quality of life based on the most current scientific research.

For More Information

For more about Best Friends Animal Society, go to bestfriends.org. To learn about Best Friends' puppy mill initiatives and what you can do to help, visit pupmills.bestfriends.org.

The following page(s) contain the backup material for Agenda Item: Resolution of the Community Development Commission-Housing Authority of the City of National City approving the Morgan and Kimball Tower budgets for Fiscal Year 2016-2017 including a \$7 a month per unit increase from \$707 to \$714 for the total rent paymen


**CITY OF NATIONAL CITY, CALIFORNIA
COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY
COUNCIL AGENDA STATEMENT**

MEETING DATE: June 21, 2016

AGENDA ITEM NO. _____

ITEM TITLE:

Resolution of the Community Development Commission-Housing Authority of the City of National City approving the Morgan and Kimball Tower budgets for Fiscal Year 2016-2017 including a \$7 a month per unit increase from \$707 to \$714 for the total rent payment received at Morgan Tower without increasing the tenant's share of the total rent payment for units assisted by the U.S. Department of HUD Project-based Section 8 Housing Assistance Program.

PREPARED BY: Carlos Aguirre, Community Dev. Mgr. 

PHONE: 619-336-4391

DEPARTMENT: Housing, Grants, & Asset
Management

APPROVED BY: 

EXPLANATION:

See Attachment No. 1 for an explanation.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

The funding source is Morgan and Kimball Tower rental revenues and Section 8 rental subsidies from the U.S. Department of Housing and Urban Development. There is no cost to the City's General Fund.

ACCOUNT NO. _____

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Attachment No. 1: Explanation
Attachment No. 2: Kimball Tower Budget
Attachment No. 3: Morgan Tower Budget
Attachment No. 4: Resolution

2016-2017 Morgan and Kimball Tower Budgets

Falkenberg, Gilliam and Associates, Inc. (FGA) has been the property management company for the Morgan and Kimball Towers since 1995. Each year, an operating budget for each building is prepared by the management company and is reviewed and approved by the Community Development Commission-Housing Authority of the City of National City (CDC-HA).

Kimball Tower Budget

Kimball Tower is a 151 unit complex located at 1317 D Avenue owned free and clear of debt by the CDC-HA. Of the 151 total units, two units are reserved for property management staff and 145 units receive rental subsidies from the U.S. Department of Housing and Urban Development (HUD) through the CDC-HA Section 8 Housing Choice Voucher program. Currently, residents pay 30% of income up to a maximum of \$625 per month for rent. Current rent levels are able to absorb projected increases in expenses and a rent increase is not proposed in the Kimball Tower budget. Four units do not receive HUD rental subsidies and are rented at \$625 to the tenants.

For the fiscal year ending June 30, 2017, the projected annual income is \$1,128,204 and the projected total cost of operations is \$1,020,946. Although this presents a net cash surplus of \$107,258, the property management company is required by the CDC-HA to place \$84,000 annually in a replacement reserve account. Replacement reserves are funds restricted for the replacement of appliances, carpeting, or other unbudgeted building maintenance charges. As of March 31, 2016, the balance of the replacement reserve fund was \$1,259,235. After funding the reserve account with an additional \$84,000, net income for Kimball Tower is estimated to be \$23,258.

A capital improvement budget is also attached for Kimball Tower. A total of \$200,000 is requested through the 2016-2017 budget that includes a communications infrastructure project (to upgrade telephone and internet) and a parking lot resurfacing project.

Morgan Tower Budget

Morgan Tower is a 152-unit complex located at 1415 D Avenue. 149 units at Morgan Tower receive rental subsidies through a U.S. Department of HUD Project-based Section 8 Housing Assistance Program (HAP) contract. One unit is reserved for property management staff and the remaining 2 units that do not have a rental subsidy are currently rented to the tenants at \$707.

FGA is proposing a rent increase of \$7 from \$707 to \$714, which would be possible based on HUD's Annual Adjustment Factor (AAF). The proposed effective date for the rent increase is September 1, 2016. Households receiving a Section 8 subsidy will not feel the impact of this rental increase due to the fact that the proposed rent increase will be covered by the HAP rent subsidy. However, the two tenants not receiving Section 8 subsidies will pay the entire \$714 in rent upon the effective date.

For the fiscal year ending June 30, 2017, the projected annual income is \$1,288,235 and total cost of operations is projected at \$1,307,606 which includes loan payments of \$302,134 and the monthly replacement reserve deposits at \$37,524 annually, which is \$3,127 per month. The balance of the replacement reserve account as of March 2016 is \$340,158.

A deficit of \$19,371 is projected for Morgan Tower due to ongoing maintenance such as for the replacement of unit flooring, plumbing, paint and pest control but the building will have adequate funds to meet its obligations.

Staff recommends adopting the proposed Morgan Tower and Kimball Tower budgets for the Fiscal Year 2016-2017.

KIMBALL TOWERS

2016 Budget Narrative

SUMMARY

The 2016 Budget for Kimball Towers does not propose a rent increase as we are projecting a budget surplus of \$23,258. Current rent levels are able to absorb projected increases in expenses. The last rent increase was effective September 1, 2015. We will submit this budget for owner approval. Currently residents pay 30% of income up to a maximum of \$625.

ACCT. DESCRIPTION

EXPLANATION

5120 Rental Revenue

The proposed rents are as follows:

Unit Type	# of Units	Current Rent
One-Bedroom	151	\$625

5220 Vacancy Factor

Budgeted at 1% of rents.

5440 Revenue from Investments-
Replacements Reserves

Budgeted at \$0. The amount remains in the reserve for replacement account and may not be used for operations.

5910 Laundry and Vending

Budgeted per audit for laundry and water vending income.

6203 Conventions and Meetings

Budgeted per audit plus 5% for staff to attend training (which includes professional training, food, lodging and mileage). In addition, budgeted for office staff to attend additional occupancy training.

6204 Management Consultants

Budgeted at \$25,000 for asset management fee. Audit includes \$2,625 expense for generator consulting services.

6250 Other Renting Expenses

Budgeted at \$500 for miscellaneous renting expenses. Audit amount included hotel expenses for a resident who experienced flood damage in the unit.

6310 Office Salaries

Budgeted per current for assistance in processing rents at \$753 per month plus \$1,500 for additional work related to front-line assistance. Also budgeted for Norma Garcia, office assistant, working 25 hours per week at \$1,625 per month plus 5%. Included additional amount for sick and overtime. Audit amount was high due to personnel changes.

6311 Office Expenses

Budgeted per audit plus 5% for telephone and Internet, office equipment and maintenance, printing and copying expenses, office supplies, postage, etc.

6320 Management Fee

Budgeted at current rate of 7.50% of net rental, vending machine and laundry revenue. Management fee has not increased since 2011.

6330 Manager's Salaries

Budgeted per current plus 5% for Irma Garcia, Manager, working 40 hours per week, earning \$2,253 per month. Note that the manager's salary is split between Morgan and Kimball Towers. Also budgeted for Flora Gouleva, Assistant Manager, working 32 hours per week, earning \$3,051 per month. Budgeted additional amount for overtime, sick and salary increases. In addition, budgeted for 5% year-end bonuses, in lieu of pension contributions.

6331 Admin. Rent-Free Units

Budgeted for two staff units at \$625 each per month for the Superintendent's unit and assistant manager's unit. Audit was high because it included a third additional staff unit, which was eliminated.

6340 Legal Expenses

Budgeted at \$500 for project related legal expenses.

6350 Auditing Expenses

Budgeted per audit plus \$500 for annual audit, electronic submission and filing fees.

6351 Bookkeeping Fees /
Accounting Services

Budgeted for project computer maintenance at \$1,386 and web-based occupancy software at \$1,661. Also included allowable bookkeeping fees of \$6 per door per month for centralized services.

Kimball Towers**2016 Budget Narrative****Page 2**

<u>ACCT.</u>	<u>DESCRIPTION</u>	<u>EXPLANATION</u>
6390	Misc. Administrative Expenses	Budgeted per current for Resident Council at \$100 per month. Also budgeted for a service coordinator at \$1,050 per month. The service coordinator helps the elderly residents obtain supportive services from the community in order to help them live independently and in their home.
6450	Electricity	Budgeted per audit plus 5%.
6451	Water	Budgeted per audit plus 5%.
6452	Gas	Budgeted per audit plus 5%.
6453	Sewer	Budgeted per current annual sewer fee of \$45,300.
6510	Payroll	Budgeted per current plus 5% for Bill Jiles, Superintendent, working 40 hours a week earning \$2,513 per month. Note that the Superintendent's salary is split between Morgan and Kimball Towers. Also budgeted for Jordan Gouleva, Assistant Superintendent, working 40 hours a week earning \$3,813 per month and for Charles Ray, Maintenance working 40 hours a week earning \$3,987 per month. Budgeted additional amount for sick, overtime and salary increases. In addition, budgeted for 5% year-end bonuses, in lieu of pension contributions.
6515	Supplies	Budgeted per audit plus 5% for cleaning supplies, plumbing supplies, electrical and maintenance supplies, appliance parts, paint, and hardware and tools, etc.
6520	Contracts	Budgeted per audit (less \$26,504, for capital needs items, such as flooring, cabinets/countertops, and re-pavement of asphalt) plus 5% for elevator maintenance, plumbing and electrical repair, carpet cleaning, landscaping, exterminating, generator service, etc. Current is high because it includes unit flooring at \$13,822.
6525	Trash Removal	Budgeted per 12-month current total of \$14,196 plus 5%.
6530	Security Payroll/Contract	Budgeted per audit (less fire suppression line system costs of \$47,589, installation of fire alarm panels at \$18,261, and \$3,098 for upgrading telephone system, all of which are non-recurring) plus 5% for guard service, quarterly fire alarm inspections, annual fire alarm monitoring, fire/sprinkler alarm repairs, smoke detector purchases and installation, and fire extinguisher service.
6546	Heating/Cooling Repairs	Budgeted per current plus 5% for heating and cooling repairs.
6590	Nutrition Center Expenses	Budgeted per audit plus \$500.
6711	Payroll Taxes	Budgeted at 7.65% of salaries for Social Security and Medicare plus \$224 each for SUI/ETT taxes.
6720	Property and Liability Insurance	Budgeted per current premium of \$42,073 plus 5% for property and liability insurance.
6722	Worker's Compensation	Budgeted per audit plus 5% for worker's compensation insurance.
6723	Health Insurance & Other Employee Benefits	Budgeted for three employees at monthly cost of \$1,035.02 each for health insurance, \$5.90 each for life insurance, and \$15.81 each for dental insurance.
6790	Misc. Taxes, Licenses and Permits	Budgeted per audit plus \$500 for elevator permit and inspection fees at \$700, Hazmat materials fee at \$292, and generator permit at \$309.
	Reserve for Replacement Deposits	Budgeted per monthly deposit of \$7,000.

May 16, 2016

Budget Worksheet

Income and Expense Projections

U.S. Department of Housing and Urban Development Office of Housing Federal Housing Commissioner

Attachment No. 2
OMB Approval No. 2502-0324
(exp. 12/31/2014)

Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is collected in accordance with Title II of the National Housing Act which requires that HUD regulate rents for certain cooperative and subsidized rental projects. The Department formulated the processes by which owners could request increases. The requirements for tenant participation in the rent increase process, which is included in Section 202 (b) of the HCD Amendments of 1978, necessitated that the Department design procedures to give consideration for tenant comments. The information gathered is not of a confidential nature. The information is required in order to obtain benefits.

Project Number		Name of Project						
		KIMBALL TOWER						
Description of Account		Acct. No.	Audit (FYE 6/30/2015)	PUPM 151/12	Current FY (no. of mos. 9)	PUPM 151/9	Budget from 9/1/16-8/31/17	PUPM 151/12
Rental Income 5100	Rent Revenue - Gross Potential	5120	518,034	285.89	393,648	289.66	531,556	293.35
	Tenant Assistance Payments	5121	586,807	323.84	451,283	332.07	600,944	331.65
	Rent Revenue - Stores & Commercial	5140		-		-		-
	Garage & Parking Spaces	5170		-		-		-
	Flexible Subsidy Revenue	5180		-		-		-
	Miscellaneous Rent Revenue	5190		-		-		-
	Excess Rent	5191		-		-		-
	Rent Revenue/Insurance	5192		-		-		-
	Special Claims Revenue	5193		-		-		-
	Retained Excess Income	5194		-		-		-
	Total Rent Revenue Potential at 100% Occupancy	5100T	1,104,841	609.74	844,931	621.73	1,132,500	625.00
Vacancies 5200	Apartments	5220	3,327	1.84	2,909	2.14	11,325	6.25
	Stores and Commercial	5240		-		-		-
	Rental Concessions	5250		-		-		-
	Garage & Parking Spaces	5270		-		-		-
	Miscellaneous	5290		-		-		-
	Total Vacancies	5200T	3,327	1.84	2,909	2.14	11,325	6.25
Net Rental Revenue (Rent Revenue less Vacancies)		5152N	1,101,514	607.90	842,022	619.59	1,121,175	618.75
Income 5300	Nursing Homes/Assisted Living/Board & Care/ Other Elderly Care/ Coop/ Other Revenues	5300						
Financial Revenue 5400	Financial Revenue - Project Operations	5410	10	0.01	9	0.01		-
	Revenue from Investments - Res. Rec.	5430		-		-		-
	Revenue from Investments - Repl. Res	5440	1,832	1.01		-		-
	Revenue from Investments - Miscellaneous	5490	-	-		-		-
	Total Financial Revenue	5400T	1,842	1.02	9	0.01	0	-
Other Revenue 5900	Laundry and Vending Revenue	5910	7,029	3.88	5,469	4.02	7,029	3.88
	Tenant Charges	5920		-		-		-
	Interest Reduction Payments Revenue	5945		-		-		-
	Gifts (nonprofits)	5970		-		-		-
	Miscellaneous Revenue	5990	240	0.13	100	0.07		-
	Total Other Revenue	5900T	7,269	4.01	5,569	4.10	7,029	3.88
	Total Revenue	5000T	1,110,625	612.93	847,600	623.69	1,128,204	622.63
Admin. Expenses 6200/ 6300	Conventions and Meetings	6203	4,057	2.24	2,850	2.10	4,260	2.35
	Management Consultants	6204	27,625	15.25		-	25,000	13.80
	Advertising and Marketing	6210	-	-	35	0.03		-
	Other Renting Expense	6250	1,820	1.00	-	-	500	0.28
	Office Salaries	6310	52,993	29.25	20,509	15.09	32,511	17.94
	Office Expenses	6311	23,683	13.07	14,923	10.98	24,867	13.72
	Office or Model Apartment Rent	6312	-	-		-		-
	Management Fee	6320	81,835	45.16	62,408	45.92	83,490	46.08
	Manager or Superintendent Salaries	6330	62,141	34.29	46,859	34.48	72,513	40.02
	Administrative Rent Free Unit	6331	19,520	10.77	13,035	9.59	15,000	8.28
	Legal Expenses - Project	6340	66	0.04	1,365	1.00	500	0.28
	Audit Expenses	6350	7,000	3.86	7,000	5.15	7,500	4.14
	Bookkeeping Fees/Accounting Services	6351	9,796	5.41	9,065	6.67	13,919	7.68
	Miscellaneous Administrative Expenses	6390	14,927	8.24	9,650	7.10	13,800	7.62
	Total Administrative Expenses	6263 T	305,463	168.58	187,699	138.12	293,860	162.17

Project Number			Name of Project						
			KIMBALL TOWER						
Description of Account			Acct. No.	Audit (FYE 6/30/2015)	PUPM 151/12	Current FY (no. of mos. 9)	PUPM 151/9	Budget from 9/1/16-8/31/17	PUPM 151/12
Utilities 6400	Fuel Oil/Coal	6420							
	Electricity	6450	61,162	33.75	45,142	33.22	64,220	35.44	
	Water	6451	50,511	27.88	23,616	17.38	53,037	29.27	
	Gas	6452	37,552	20.72	28,439	20.93	39,430	21.76	
	Sewer	6453	45,300	25.00	45,300	33.33	45,300	25.00	
	Total Utilities Expense	6400 T	194,525	107.35	142,497	104.85	201,987	111.47	
Operating & Maint. Expenses 6500	Payroll	6510	118,677	65.50	97,131	71.47	140,136	77.34	
	Supplies	6515	48,485	26.76	38,293	28.18	50,909	28.10	
	Contracts	6520	139,787	77.15	107,204	78.88	118,947	65.64	
	Operating and Maintenance Rent Free Unit	6521		-		-		-	
	Garbage and Trash Removal	6525	13,563	7.49	10,750	7.91	14,905	8.23	
	Security Payroll/Contract	6530	116,135	64.09	29,805	21.93	49,547	27.34	
	Security Rent Free Unit	6531		-		-		-	
	Heating/Cooling Repairs and Maintenance	6546	22,692	12.52	30,581	22.50	32,110	17.72	
	Snow Removal	6548		-		-		-	
	Vehicle & Maint. Equip. Oper. and Repair	6570		-		-		-	
	Misc. Operating & Maintenance Expenses	6590	553	0.31	58	0.04	1,053	0.58	
	Total Operating & Maintenance Expenses	6500 T	459,892	253.80	313,822	230.92	407,607	224.95	
	Taxes & Insurance 6700	Real Estate Taxes	6710				-		-
Payroll Taxes (Project's share)		6711	19,201	10.60	15,865	11.67	19,293	10.65	
Property and Liability Insurance (Hazard)		6720	40,968	22.61	32,027	23.57	44,177	24.38	
Fidelity Bond Insurance		6721		-		-		-	
Workmen's Compensation		6722	13,298	7.34	13,382	9.85	13,963	7.71	
Health Insurance & Other Employee Benefits		6723	36,882	20.35	29,468	21.68	38,113	21.03	
Misc. Taxes, Licen., Permits, & Insurance		6790	1,446	0.80	984	0.72	1,946	1.07	
Total Taxes & Insurance		6700T	111,795	61.70	91,726	67.50	117,492	64.84	
Financial Expenses 6800	Interest on Mortgage Payable	6820	-	-	-	-		-	
	Interest on Notes Payable (Long-Term) *	6830							
	Interest on Notes Payable (Short-Term) *	6840							
	Mortgage Insurance Premium/Service Charge	6850		-		-		-	
	Miscellaneous Financial Expenses	6890							
	Total Financial Expenses	6800 T	-	-	-	-	-	-	
Expenses 6900	Nursing Homes/Assisted Living/Board & Care/Other Eld. Care/ Coop/ Other	6900							
	Total Cost of Operations	6000T	1,071,675	591.43	735,744	541.39	1,020,946	563.44	
	Reserve for Replacements Dep. Required		84,000	46.36	63,000	46.36	84,000	46.36	
	Principal Payments Required		-	-	-	-	-	-	
	Debt Service for other approved loans								
	Debt Service Reserve (if required)								
	General Operating Reserve (Coops)								
	Total Cash Requirements		1,155,675	637.79	798,744	587.74	1,104,946	609.79	
	Less Total Revenue		1,110,625	612.93	847,600	623.69	1,128,204	622.63	
	Net Cash Surplus (Deficiency)		(45,050)	(24.86)	48,856	35.95	23,258	12.84	

5/16/2016

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

(Signature)

Date (mm/dd/yyyy)

Kimball Tower Capital Improvement Budget

Communications Infrastructure	\$150,000
Parking Lot Resurfacing	\$50,000

MORGAN TOWER

2016 Budget Narrative

SUMMARY

Morgan Tower is entitled to annual rent increases based on HUD's Annual Adjustment Factor (AAF). This year it was low and that is the reason why the proposed rent increase is calculating a \$7 maximum increase. Even though the budget reflects a shortfall, the building will have adequate funds to meet its obligations. We will submit this rent adjustment request and anticipate the new rents to be effective September 1, 2016. There are currently two residents who do not participate in the Section 8 program and will be affected by this rent increase.

ACCT. DESCRIPTION

EXPLANATION

5120 Rental Revenue

The proposed rents are as follows:

Unit Type	# of Units	Current Rents	Proposed Increase	Proposed Rents
One-Bedroom	151	\$707	\$7	\$714
One-Bedroom	1	Non-Revenue Producing Unit—Staff		

5220 Vacancy Factor

Budgeted at 1% of rental income.

5430 Revenue from Investments-Residual Receipts

Budgeted at \$0. The amount remains in the residual receipts account and may not be used for operations.

5440 Revenue from Investments-Replacements Reserves

Budgeted at \$0. The amount remains in the reserve for replacement account and may not be used for operations.

5910 Laundry and Vending

Budgeted per audit for laundry and vending machine income. Laundry facilities are leased.

6203 Conventions and Meetings

Budgeted per audit plus 5% for staff to attend training (which includes food, lodging and mileage). Also includes additional training classes for office staff.

6210 Advertising and Marketing

Budgeted per audit for classified advertising of rental units (Affirmative Marketing).

6250 Other Renting Expenses

Budgeted per audit plus 5% for background screening fees of potential tenants.

6310 Office Salaries

Budgeted per current for assistance in processing HUD paperwork at \$756 per month plus \$1,250 for additional work related to front-line assistance.

6311 Office Expenses

Budgeted per audit plus 5% for telephone and Internet, office equipment and maintenance, printing and copying expenses, office supplies, postage, etc.

6320 Management Fee

Budgeted per current contract rate at 6.50% of net rental, vending machine and laundry revenue. Management Fee hasn't increased since 2014.

6330 Manager's Salaries

Budgeted per current expense plus 5% for Irma Garcia, Manager, working 40 hours per week, earning \$2,253 per month. Note that the manager's salary is split between Morgan and Kimball Towers. Also budgeted for Rosa Flores, Assistant Manager, working 32 hours per week, earning \$3,189 per month. Budgeted additional amount for overtime, sick time and salary increases. In addition, budgeted for 5% year-end bonuses, in lieu of pension contributions.

6340 Legal Expenses

Budgeted at \$500 for project related legal expenses.

6350 Auditing Expenses

Budgeted per audit plus \$500 for annual audit, electronic submission and filing fees.

6351 Bookkeeping Fees / Accounting Services

Budgeted for project computer software updates at \$371, project computer maintenance at \$1,386 and web-based occupancy software at \$2,107. Also included allowable bookkeeping fees of \$6 per door per month for centralized services.

6390 Misc. Administrative Expenses

Budgeted per current for Resident Council at \$100 per month. Resident Council is a tenant association that represents the tenants. They are elected by the tenants and provide support, activities and refreshments to all residents. Also budgeted for a service coordinator at \$1,025 per month and her monthly internet usage at \$30 per month. The service coordinator helps the elderly residents obtain supportive services from the community to help them live independently and in their home.

Morgan Tower**2016 Budget Narrative****Page 2**

<u>ACCT.</u>	<u>DESCRIPTION</u>	<u>EXPLANATION</u>
6450	Electricity	Budgeted per 12-month current total of \$57,591 plus 5%.
6451	Water	Budgeted per 12-month current total of \$54,106 plus 5%.
6452	Gas	Budgeted per 12-month current total of \$29,669 plus 5%.
6453	Sewer	Budgeted per current annual sewer fee of \$45,600.
6510	Payroll	Budgeted per current expense plus 5% for Bill Jiles, Superintendent, working 40 hours a week earning \$2,513 per month. Note that the Superintendent's salary is split between Morgan and Kimball Towers. Also budgeted for Philip Flores, Maintenance, working 40 hours a week earning \$3,987 per month and for Keyanue McCallon, Maintenance working 40 hours a week earning \$4,420. Budgeted additional amount for overtime, sick time and salary increases. In addition, budgeted for 5% year-end bonuses, in lieu of pension contributions.
6515	Supplies	Budgeted per audit (less \$4,233 for purchase of refrigerators/stoves, which are eligible to be reimbursed from the reserve fund) plus 5% for cleaning and plumbing supplies, electrical and maintenance supplies, appliance parts, paint, and hardware and tools, etc.
6520	Contracts	Budgeted per audit (less \$42,701 for flooring, cabinets/countertops, and refinishing tubs, all of which are eligible to be reimbursed from the reserve fund) plus 5% for elevator maintenance, plumbing and electrical repair, carpet cleaning, landscaping, exterminating, generator service, etc. Current amount is high due to unit flooring at \$21,542, unit plumbing costs at \$11,126 and unit painting costs at \$11,350.
6525	Trash Removal	Budgeted per 12-month current total of \$13,976 plus 5%.
6530	Security Payroll/ Contract	Budgeted per audit plus 5% for guard service, fire alarm inspections, annual fire alarm monitoring, fire/sprinkler alarm repairs, smoke detector purchases and installation, and fire extinguisher service.
6546	Heating/Cooling Repairs	Budgeted per audit plus 5% for heating and cooling repairs.
6590	Misc. Operating Expense	Budgeted per audit plus 5% for nutrition center expenses.
6711	Payroll Taxes	Budgeted at 7.65% of salaries for Social Security and Medicare plus \$224 each for SUI/ETT taxes.
6720	Property and Liability Insurance	Budgeted per current premium of \$42,770 plus 5% for property and liability.
6722	Worker's Compensation	Budgeted per audit plus 5% for worker's compensation.
6723	Health Insurance & Other Employee Benefits	Budgeted per current for four employees at \$1,035.02 each per month for health insurance, \$5.90 each per month for life insurance, and \$15.81 each per month for dental insurance.
6790	Misc. Taxes, Licenses and Permits	Budgeted per audit plus 5% for elevator inspection fees at \$700 and air pollution control district permit fees at \$1,094.
6820	Interest on Mortgage Payable	Budgeted per amortization schedule. Mortgage matures August 2019.
6850	Mortgage Insurance Premium	Budgeted per amortization schedule. Mortgage matures August 2019.
	Reserve for Replacement Deposits	Budgeted per current monthly deposit amount of \$3,127.
	Principal Payments Required	Budgeted per amortization schedule. Mortgage matures August 2019.

May 16, 2016

Budget Worksheet

Income and Expense Projections

U.S. Department of Housing and Urban Development

Office of Housing
Federal Housing Commissioner

OMB Approval No. 2502-0324
(exp. 12/31/2014)

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This information is collected in accordance with Title II of the National Housing Act which requires that HUD regulate rents for certain cooperative and subsidized rental projects. The Department formulated the processes by which owners could request increases. The requirements for tenant participation in the rent increase process, which is included in Section 202 (b) of the HCD Amendments of 1978, necessitated that the Department design procedures to give consideration for tenant comments. The information gathered is not of a confidential nature. The information is required in order to obtain benefits.

Project Number		Name of Project						
129-38013		MORGAN TOWER						
Description of Account		Acct. No.	Audit (FYE 6/30/2015)	PUPM 151/12	Current FY (no. of mos. 9)	PUPM 151/9	Budget from 9/1/16-8/31/17	PUPM 151/12
Rental Income 5100	Rent Revenue - Gross Potential	5120	525,195	289.84	397,894	292.78	537,982	296.90
	Tenant Assistance Payments	5121	737,821	407.19	566,918	417.16	755,786	417.10
	Rent Revenue - Stores & Commercial	5140		-		-		-
	Garage & Parking Spaces	5170		-		-		-
	Flexible Subsidy Revenue	5180		-		-		-
	Miscellaneous Rent Revenue	5190		-		-		-
	Excess Rent	5191		-		-		-
	Rent Revenue/Insurance	5192		-		-		-
	Special Claims Revenue	5193		-		-		-
	Retained Excess Income	5194		-		-		-
	Total Rent Revenue Potential at 100% Occupancy	5100T	1,263,016	697.03	964,812	709.94	1,293,768	714.00
Vacancies 5200	Apartments	5220	2,781	1.53	4,035	2.97	12,938	7.14
	Stores and Commercial	5240		-		-		-
	Rental Concessions	5250	54	0.03		-		-
	Garage & Parking Spaces	5270		-		-		-
	Miscellaneous	5290		-		-		-
	Total Vacancies	5200T	2,835	1.56	4,035	2.97	12,938	7.14
Net Rental Revenue (Rent Revenue less Vacancies)		5152N	1,260,181	695.46	960,777	706.97	1,280,830	706.86
Income 5300	Nursing Homes/Assisted Living/Board & Care/ Other Elderly Care/ Coop/ Other Revenues	5300						
Financial Revenue 5400	Financial Revenue - Project Operations	5410	13	0.01	7	0.01		-
	Revenue from Investments - Res. Rec.	5430	194	0.11		-		-
	Revenue from Investments - Repl. Res	5440	530	0.29		-		-
	Revenue from Investments - Miscellaneous	5490	-	-		-		-
	Total Financial Revenue	5400T	737	0.41	7	0.01	0	-
Other Revenue 5900	Laundry and Vending Revenue	5910	7,405	4.09	5,576	4.10	7,405	4.09
	Tenant Charges	5920	195	0.11	41	0.03		-
	Interest Reduction Payments Revenue	5945		-		-		-
	Gifts (nonprofits)	5970		-		-		-
	Miscellaneous Revenue	5990	-	-		-		-
	Total Other Revenue	5900T	7,600	4.19	5,617	4.13	7,405	4.09
	Total Revenue	5000T	1,268,518	700.07	966,401	711.11	1,288,235	710.95
Admin. Expenses 6200/ 6300	Conventions and Meetings	6203	2,715	1.50	2,425	1.78	2,851	1.57
	Management Consultants	6204		-		-		-
	Advertising and Marketing	6210	357	0.20		-	357	0.20
	Other Renting Expense	6250	200	0.11	277	0.20	210	0.12
	Office Salaries	6310	9,402	5.19	7,134	5.25	10,322	5.70
	Office Expenses	6311	12,584	6.94	8,521	6.27	13,213	7.29
	Office or Model Apartment Rent	6312	-	-		-		-
	Management Fee	6320	81,929	45.21	62,613	46.07	83,735	46.21
	Manager or Superintendent Salaries	6330	64,066	35.36	48,695	35.83	74,843	41.30
	Administrative Rent Free Unit	6331						
	Legal Expenses - Project	6340	66	0.04	1,365	1.00	500	0.28
	Audit Expenses	6350	7,000	3.86	7,000	5.15	7,500	4.14
	Bookkeeping Fees/Accounting Services	6351	10,338	5.71	9,886	7.27	14,808	8.17
	Miscellaneous Administrative Expenses	6390	14,259	7.87	10,480	7.71	13,860	7.65
	Total Administrative Expenses	6263 T	202,916	111.98	158,396	116.55	222,199	122.63

Project Number 129-38013			Name of Project MORGAN TOWER				
Description of Account	Acct. No.	Audit (FYE 6/30/2015)	PUPM 151/12	Current FY (no. of mos. 9)	PUPM 151/9	Budget from 9/1/16-8/31/17	PUPM 151/12
Utilities 6400	Fuel Oil/Coal	6420					
	Electricity	6450	56,457	31.16	43,064	31.69	60,470
	Water	6451	52,715	29.09	39,883	29.35	56,811
	Gas	6452	25,290	13.96	23,391	17.21	31,153
	Sewer	6453	45,600	25.17	45,600	33.55	45,600
	Total Utilities Expense	6400 T	180,062	99.37	151,938	111.80	194,034
Operating & Maint. Expenses 6500	Payroll	6510	123,158	67.97	101,424	74.63	148,644
	Supplies	6515	40,887	22.56	31,763	23.37	35,573
	Contracts	6520	134,806	74.40	104,196	76.67	96,711
	Operating and Maintenance Rent Free Unit	6521		-		-	-
	Garbage and Trash Removal	6525	13,343	7.36	10,750	7.91	14,674
	Security Payroll/Contract	6530	32,571	17.98	28,361	20.87	34,200
	Security Rent Free Unit	6531		-		-	-
	Heating/Cooling Repairs and Maintenance	6546	19,932	11.00	15,621	11.49	20,929
	Snow Removal	6548		-		-	-
	Vehicle & Maint. Equip. Oper. and Repair	6570		-		-	-
	Misc. Operating & Maintenance Expenses	6590	10,424	5.75	2,661	1.96	10,945
	Total Operating & Maintenance Expenses	6500 T	375,121	207.02	294,776	216.91	361,676
Taxes & Insurance 6700	Real Estate Taxes	6710				-	-
	Payroll Taxes (Project's share)	6711	15,610	8.61	15,399	11.33	18,217
	Property and Liability Insurance (Hazard)	6720	41,649	22.99	32,078	23.60	44,909
	Fidelity Bond Insurance	6721		-		-	-
	Workmen's Compensation	6722	11,487	6.34	10,497	7.72	12,061
	Health Insurance & Other Employee Benefits	6723	35,981	19.86	39,671	29.19	50,723
	Misc. Taxes, Licen., Permits, & Insurance	6790	1,794	0.99	1,343	0.99	1,884
	Total Taxes & Insurance	6700T	106,521	58.79	98,988	72.84	127,794
Financial Expenses 6800	Interest on Mortgage Payable	6820	93,223	51.45	59,395	43.70	57,922
	Interest on Notes Payable (Long-Term) *	6830					
	Interest on Notes Payable (Short-Term) *	6840					
	Mortgage Insurance Premium/Service Charge	6850	7,165	3.95	3,536	2.60	4,323
	Miscellaneous Financial Expenses	6890					
	Total Financial Expenses	6800 T	100,388	55.40	62,931	46.31	62,245
Expenses 6900	Nursing Homes/Assisted Living/Board & Care/Other Eld. Care/ Coop/ Other	6900					
	Total Cost of Operations	6000T	965,008	532.57	767,029	564.41	967,948
	Reserve for Replacements Dep. Required		37,524	20.71	28,143	20.71	37,524
	Principal Payments Required		265,396	146.47	210,647	155.00	302,134
	Debt Service for other approved loans						
	Debt Service Reserve (if required)						
	General Operating Reserve (Coops)						
	Total Cash Requirements		1,267,928	699.74	1,005,819	740.12	1,307,606
	Less Total Revenue		1,268,518	700.07	966,401	711.11	1,288,235
	Net Cash Surplus (Deficiency)		590	0.33	(39,418)	(29.01)	(19,371)

5/16/2016

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

(Signature)

Date (mm/dd/yyyy)